

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

**THIRD REPORT OF THE RECEIVER,
RICHTER INC.**

October 15, 2026

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I. INTRODUCTION

1. On April 28, 2026, on application by Export Development Canada (“**EDC**”), under 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, Richter Inc. (“**Richter**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”) without security, by way of an order (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), of all of the assets, undertakings and properties of Synaptive Medical Inc. (“**Synaptive**” or the “**Company**”) used in relation to a business carried on by Synaptive, including all proceeds thereof (collectively, the “**Property**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**. These receivership proceedings are referred to herein as the “**Receivership**”.
2. Synaptive is a privately held medical device and technology company specializing in hardware and software products focused on surgical planning and navigation, robotic digital microscopy, and magnetic resonance imaging. Synaptive is incorporated pursuant to the *Business Corporations Act* (Ontario) with its registered office in Mississauga, Ontario. Synaptive’s assets also include a global intellectual property portfolio made up of patents, licenses, trademarks, and trade secrets.
3. The Receivership Order, among other things:
 - a) stayed all proceedings as against Synaptive, with the exception of the pending WEPPA Dispute¹;
 - b) empowered and authorized the Receiver to market and solicit offers for and sell the Property, with the Court’s approval;

¹ As defined in the Pre-Filing Report of the Proposed Receiver, Richter Inc., dated April 27, 2026 (the “**Pre-Filing Report**”).

- c) authorized the Receiver to take possession of and exercise control over the Property and to terminate employees; and
 - d) authorized the Receiver to borrow funds on a super-priority basis under Receiver's certificates, secured by a Receiver's Borrowings Charge in an amount not to exceed \$400,000 from EDC (the "**Receiver's First Borrowings Charge**").
4. On May 13, 2026, the Court granted an order (the "**SISP Order**"), which among other things:
- a) authorized the Receiver to conduct a sale and investment solicitation process (the "**SISP**"), to be run by the Receiver, to identify a restructuring, sale or reorganization transaction in respect of the Property and/or business of Synaptive in accordance with the procedures, terms and conditions set out therein.
 - b) authorized and empowered the Receiver to enter into the subscription agreement dated May 7, 2026 (the "**Stalking Horse Agreement**") among the Receiver and 1001599818 Ontario Inc. (the "**Stalking Horse Bidder**");
 - c) approved the Expense Reimbursement (as defined in the Stalking Horse Agreement) and authorized the Receiver to pay the Expense Reimbursement to the Stalking Horse Bidder upon completion of any Successful Bid with any party other than the Stalking Horse Bidder; and
 - d) approved the Pre-Filing Report and the First Report of the Receiver dated May 7, 2026 (the "**First Report**"), and the activities, conduct and decisions of the Receiver set out therein.

5. On May 13, 2026, the Court also granted an order amending the Receivership Order (resulting in the “**Amended and Restated Receivership Order**”), which among other things:

a) authorized the Receiver to borrow additional funds on a priority basis under Receiver’s certificates in an amount not to exceed \$1,000,000 from the Stalking Horse Bidder (the “**Receiver’s Second Borrowings Charge**”, and together with the Receiver’s First Borrowings Charge, the “**Receiver’s Borrowings Charges**”); and

b) set out the priorities with respect to the charges granted as follows:

First – Receiver’s Charge;

Second – Receiver’s First Borrowings Charge; and

Third – Receiver’s Second Borrowings Charge

Such priorities were subject to a potential reordering contingent on certain events related to the Stalking Horse Bid transaction, which did not ultimately occur.

6. On July 10, 2026, the Court granted an Approval and Reverse Vesting Order (the “**ARVO**”), which, among other things:

a) approved the transactions contemplated by the amended and restated share subscription agreement dated June 30, 2026 (the “**Subscription Agreement**”) between the Receiver and Globus Medical Inc. (the “**Purchaser**”);

b) authorized the incorporation of 1001665935 Ontario Inc. as a residual corporation (“**ResidualCo**”) and added ResidualCo as a respondent in these proceedings;

c) provided for the transfer and vesting of certain excluded assets, excluded contracts and excluded liabilities to ResidualCo;

- d) approved the issuance and vesting of shares of Synaptive in the Purchaser free and clear of claims and encumbrances;
 - e) cancelled all existing equity interests in Synaptive (other than the subscribed shares); and
 - f) granted related ancillary relief.
7. Also on July 10, 2026, the Court granted an order (the “**Claims Procedure Order**”), which, among other things:
- a) established a negative notice claims procedure to identify and quantify claims of holders of the subordinated secured promissory notes issued by Synaptive on June 26, 2025 (the “**Junior Notes**”);
 - b) set August 5, 2026 as the claims bar date for disputes to the Receiver’s determination of such claims;
 - c) authorized certain distributions from the Receivership estate, including distributions to EDC and the Stalking Horse Bidder in respect of the Receiver’s First Borrowings Charge and the Receiver’s Second Borrowings Charge; and
 - d) approved the Receiver’s report dated June 30, 2026 (the “**Second Report**”) and the activities, conduct and decisions of the Receiver described therein.
8. The Pre-Filing Report, the First Report, the Second Report, the first supplement to the Second Report dated July 8, 2026 (the “**First Supplement**”, and collectively, the “**Receiver’s Previous Reports**”), EDC’s Receivership Application materials, the Receivership Order, the Amended and Restated Receivership Order, the SISP Order and other materials are available on the Receiver’s case website at: <https://www.richter.ca/insolvencycase/synaptive-medical-inc/> (the “**Case Website**”).

II. PURPOSE OF REPORT

9. The purpose of this report (the “**Third Report**”) is to provide the Court with information pertaining to the following:

- a) an update on the Closing of the Transaction contemplated by the Subscription Agreement (the “**Transaction**”), including:
 - (i) the Receiver’s activities to provide for an orderly transition of the business and assets;
 - (ii) the post-closing sublease agreements entered between the Receiver, the Purchaser and the applicable landlords; and
 - (iii) an update on the Additional Retained Contracts (as defined herein) pursuant to paragraphs 14 to 21 of the ARVO.
- b) the Receiver’s activities since the Second Report;
- c) an update on the response by Employment and Social Development Canada (“**ESDC**”) to employee claims pursuant to the *Wage Earner Protection Program Act* (“**WEPPA**”);
- d) the claims of Heritage Property Investments Inc. (“**Heritage**”), Health Care Solutions (“**HCS**”) / Build Nova Scotia (“**BuildNS**”), and the University of Western Ontario (“**UWO**”);
- e) the claim asserted by Pacer Air Freight Ltd. (“**Pacer**”) against Synaptive purporting to seek payment of certain pre-Receivership amounts owed by Synaptive;
- f) the outcome of the Receiver’s proposed claims process in respect of the Junior Noteholders (the “**Junior Claims Process**”);

- g) the state of Synaptive's (and ResidualCo's) receipts and disbursements since the commencement of the Receivership;
- h) the activities of the Receiver and its legal counsel, McMillan LLP ("**McMillan**"), with respect to the Receivership; and
- i) the Receiver's motion for an order (the "**Termination Order**"), *inter alia*:
 - (i) approving the First Supplement to the Second Report, this Third Report and the activities of the Receiver described therein;
 - (ii) approving the fees and disbursements of the Receiver and McMillan, including all remaining fees and disbursements;
 - (iii) following settlement of all remaining operational and administrative costs of the Receivership, approving the distribution of:
 - (1) EDC's secured claim under the Senior Note, being a principal amount of US\$6,000,000 plus accrued interest and costs (the "**Senior Note Amount**");
 - (2) priority amounts under sections 81.3 and 81.4 of the BIA;
 - (3) the remaining fees and disbursements of the Receiver and McMillan;
 - (4) the BuildNS Funds; and
 - (5) Junior Noteholders.

III. TERMS OF REFERENCE

10. In preparing this Third Report and making the comments herein, Richter has been provided with, or has relied upon, certain unaudited, draft, or internal financial information, Synaptive's records, financial information and projections prepared by Synaptive, discussions with Synaptive's former management and information from other third-party sources (collectively, the "**Information**"). It should be noted that the majority of the

Information was obtained by Richter in its role as Monitor during a previous *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("CCAA") proceeding in respect of Synaptive in 2025 (the "**CCAA Proceedings**"), and its subsequent role as Financial Advisor, which roles were discussed in the Pre-Filing Report and the First Report.

11. The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly the Receiver expresses no opinion or other form of assurance in respect of the Information.
12. This Third Report should be read in conjunction with the Receiver's Previous Reports, and the Affidavit of Jessica Markic dated April 24, 2026 (the "**Markic Affidavit**", and together with the Receiver's Previous Reports, the "**Previous Materials**"). Unless otherwise noted, capitalized terms used and not defined in this Third Report have the meanings given to them in the Previous Materials, as applicable.
13. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

IV. CLOSING THE TRANSACTION

14. On August 4, 2026, the Transaction between the Receiver and the Purchaser closed and included:
 - a) receipt by the Receiver of the Purchase Price less the deposit;
 - b) the issuance by Synaptive of the Prescribed Shares to the Purchaser free and clear of all claims and encumbrances;

- c) the termination and cancellation of the Existing Equity, excluding the Prescribed Shares, by the Company;
- d) retention of the Retained Assets and Retained Liabilities by Synaptive; and
- e) transfer of the Excluded Assets and Excluded Liabilities to ResidualCo.

Transition of the Business

15. Following the Closing of the Transaction, the Receiver worked with the Purchaser to facilitate an orderly transfer of control of Synaptive's business and Retained Assets to the Purchaser, as the new shareholder of Synaptive. The Receiver's transition activities to date have included:

- a) providing the Purchaser with information regarding customer, supplier, and other commercial relationships;
- b) providing the Purchaser with information pertaining to Synaptive's intellectual property including its patents, regulatory approvals, permits and licenses and other related matters;
- c) transferring account rights for information technology systems and data including arranging for introductions to facilitate the continuation of services for Synaptive's various subscriptions;
- d) providing books and records including physical assets and inventory lists;
- e) facilitating introductions to former employees and independent contractors; and
- f) negotiating and entering into the sublease agreements as described more fully below.

Sublease Agreements

16. To facilitate the transfer of control of Synaptive's business and Retained Assets to the Purchaser and provide a transition period for the removal of Retained Assets from Synaptive's leased premises, Richter, in its capacity as Receiver of ResidualCo, entered into separate sublease agreements with Synaptive, as subtenant, for premises in London and Mississauga, Ontario. Each sublease was made effective July 31, 2026 and was entered into with the consent of the applicable head landlord.
17. Under both subleases, Synaptive was required to pay a refundable security deposit, a one-time non-refundable administration fee, forecast rent and occupancy costs, and any additional occupancy-related expenses, as applicable. Synaptive was also required to remove its property and surrender the premises in accordance with the terms of the applicable sublease. The Receiver retained certain access rights during the occupancy period.
18. The London sublease related to approximately 6,050 square feet at 15875 Robin's Hill Road, London, Ontario, where Dancor of London Inc. was the head landlord. The term initially ran from August 1 to August 31, 2026 and was subsequently extended to September 30, 2026, with the consent of the head landlord. No further extension rights were available. Synaptive vacated the premises on September 30, 2026.
19. The Mississauga sublease related to approximately 54,787 square feet at 5055 Satellite Drive, Mississauga, Ontario, where Piret (Skymark Satellite) Holdings Inc. was the head landlord. The term initially ran from August 1 to August 31, 2026 and included monthly extension rights, subject to notice and consent requirements. With the consent of the head landlord, the occupancy arrangement was extended to November 30, 2026.

20. Following the surrender of the Mississauga occupancy arrangement, the Receiver will complete the applicable reconciliations of occupancy costs and security deposits in accordance with the terms of the sublease and return or apply the security deposit as appropriate.

Additional Retained Contracts

21. Pursuant to paragraph 14 of the ARVO, the Purchaser was entitled, for a period of sixty (60) days following Closing, to designate contracts that had not previously been identified as Retained Contracts as additional retained contracts (the "**Additional Retained Contracts**"), provided that the Purchaser assumed and satisfied any applicable Cure Costs. The Purchaser identified a number of commercial, licensing, supplier and technology agreements that it determined were beneficial to the continued operation and transition of the Business.
22. The ARVO established a notice and objection process for the designation of Additional Retained Contracts. In accordance with paragraphs 15 through 18 of the ARVO, following receipt of designation instructions from the Purchaser, the Receiver directed and assisted ResidualCo in preparing and issuing the required notices to applicable contractual counterparties. The Receiver's role was limited to advising and directing ResidualCo with respect to compliance with the ARVO notice requirements, while the notices themselves were issued by ResidualCo.
23. Pursuant to this process, on October 2, 2026, ResidualCo issued Notices of Retention in respect of seven (7) contracts involving six (6) counterparties, including certain software, intellectual property licensing, supply, reseller and technology agreements. The notices advised counterparties of the Purchaser's intention to designate the applicable agreements

as Additional Retained Contracts and provided an opportunity for objections to be raised in accordance with the timelines prescribed by the ARVO. A list and description of the Additional Retained Contracts is attached hereto as **Appendix “B”**.

24. To date, the Receiver has not received any objections by counterparties to the Notices of Retention.

V. ACTIVITIES OF THE RECEIVER

25. Since the Second Report, the primary activities of the Receiver have included the following:

- a) completing the Transaction, including assisting the Purchaser with transitioning the Retained Assets and negotiating and entering into the sublease agreements as described more fully above;
- b) communicating and coordinating with landlords in respect of ongoing payments, access, negotiating and entering into the sublease agreements, and other matters related to Synaptive’s premises;
- c) managing and paying various occupancy costs related to the premises including utilities and other service providers;
- d) assessing claims in respect of third-party property, communicating with third parties and arranging for the return of related third-party property;
- e) maintaining controls over receipts and disbursements;
- f) managing ongoing operational and administrative matters, including mail handling and redirection;
- g) communicating with former creditors and investors and providing them with information in respect of the Receivership;

- h) retaining certain former employees of Synaptive as independent contractors for the purpose of assisting the Receiver with the administration of the Receivership;
 - i) addressing various regulatory matters pertaining to patents, certifications, licenses, and other regulations;
 - j) maintaining patents, including payment of related fees and addressing patent-related matters;
 - k) completing the Company's monthly HST returns;
 - l) responding to the CRA regarding the examination of three (3) goods and services tax/harmonized sales tax (GST/HST) returns;
 - m) managing ongoing IT-related matters;
 - n) responding to correspondence regarding lien claims as described more fully below;
 - o) responding to inquiries from former employees including matters relating to WEPPA claims as described more fully below;
 - p) administering the Junior Claims Process; and
 - q) distributing funds in respect of repayment of the Receiver's Borrowings Charges.
26. The Receiver also dealt with further matters set out below.

VI. REQUEST FOR APPROVAL OF FEES AND DISBURSEMENTS

27. The Receiver is now seeking approval of its fees and disbursements for the period from April 22, 2026 to October 9, 2026 (the "**Richter Fee Period**"), and those of McMillan from April 22, 2026 to September 30, 2026 (the "**McMillan Fee Period**"), in connection with the performance of their duties during these proceedings.
28. The total fees and disbursements of the Receiver during the Richter Fee Period amount to \$354,990 and \$2,223.70, respectively, each excluding sales tax (collectively, the "**Richter**

Accounts”). These amounts represent professional fees and disbursements not yet approved by the Court. The affidavit of Karen Kimel sworn on October 14, 2026 and attached hereto as **Appendix “C”** includes details of the Richter Accounts.

29. The total fees and disbursements of McMillan during the McMillan Fee Period amount to \$445,468.45 and \$1,669.65, respectively, each excluding sales tax (collectively, the **“McMillan Accounts”**). These amounts represent professional fees and disbursements not yet approved by the Court. The affidavit of Tushara Weerasooriya sworn on October 15, 2026 and attached hereto as **Appendix “D”** includes details of the McMillan Accounts.
30. The Receiver has reviewed the accounts of McMillan during the McMillan Fee Period and confirms that the services reflected therein have been duly authorized and duly rendered, and that, in the Receiver’s opinion, the charges are reasonable.
31. In addition, the Receiver and McMillan will incur some additional fees and disbursements, after the Richter Fee Period and McMillan Fee Period, in connection with some ancillary matters that must be completed with respect to this proceeding (the **“Remaining Matters”**). On the assumption that there are no delays, disputes or unforeseen developments in connection with these proceedings, the Receiver and McMillan have estimated fees and disbursements in the amount of \$100,000, excluding applicable taxes (the **“Remaining Fees and Disbursements”**), for services that have been provided or will be provided, as follows:
 - a) the Receiver – for the period from October 10, 2026 to the date of the Receiver’s discharge, \$60,000; and
 - b) McMillan – for the period from October 1, 2026 to the date of the Receiver’s discharge, \$40,000.

32. The above estimates take into consideration the reasonable professional and legal fees and disbursements required to prepare this Third Report, participate in the within motion, and complete the Remaining Matters up to the effective date of discharge. If the actual Remaining Fees and Disbursements are less than the above estimates, no further Court approval of fees and disbursements is required. If the actual Remaining Fees and Disbursements exceed the above estimates, the Subscription Agreement contemplates such amounts being returned to the Company.

VII. UPDATE ON WEPPA

33. As discussed in the Second Report, on April 28, 2026, the Receiver terminated 72 employees of Synaptive (the “**Terminated Employees**”) who were employed in Canada. The Receiver worked with the Company's former management to quantify claims of Terminated Employees with respect to unpaid wages, vacation pay and other eligible amounts, including the amount eligible under section 81.4 of the BIA and pursuant to WEPPA.
34. The Receiver filed 72 WEPPA claims with ESDC and identified approximately \$116,408.80 of priority wage claims pursuant to section 81.4 of the BIA.
35. Following the submission of the WEPPA claims, the Receiver received inquiries from several Terminated Employees advising of delays by ESDC in the processing of their WEPPA applications.
36. The Receiver contacted ESDC and was initially advised that applications for WEPPA by the Terminated Employees were on review hold as there were concerns that ESDC may inadvertently pay former terminated employees in respect of Synaptive’s prior CCAA Proceedings.

37. Following the granting of the ARVO on July 10, 2026, ESDC advised that the review hold would be lifted and that the applications would proceed through the eligibility assessment process.
38. Subsequently, a number of Terminated Employees advised the Receiver that their applications had been denied on the basis that Synaptive was no longer subject to the Receivership following implementation of the transaction contemplated by the ARVO.
39. McMillan corresponded with counsel for ESDC regarding the denials and the Receiver's concerns with the position taken in respect of employee eligibility. By letter dated September 14, 2026 (the "**September 14 Letter**"), McMillan formally objected to the legal basis for the denials, asserting that the Terminated Employees met the eligibility criteria under WEPPA at the time of both their termination and when their applications were submitted, and that the ARVO did not purport to compromise the entitlements under WEPPA or relieve ESDC of its payment obligations under the program.
40. In response to the September 14 Letter, counsel for ESDC wrote to McMillan on September 25, 2026 (the "**September 25 Letter**"), advising that eligibility determinations under WEPPA are made by the Minister of Labour and that any affected applicant seeking to challenge a determination must pursue the statutory review and appeal processes established under sections 11 to 20 of WEPPA. The September 25 Letter did not express a view on the merits of any individual application. Copies of the September 14 Letter and September 25 Letter are attached hereto as **Appendix "E"** and **Appendix "F"**, respectively.
41. The Receiver has continued to respond to inquiries from Terminated Employees concerning the status of their applications and has provided information regarding the

review and appeal procedures available under WEPPA. The Receiver understands that a number of affected employees have commenced or are considering requests for review of their eligibility determinations.

VIII. UPDATE ON CLAIMS

Heritage Lien Claim

42. In June 2026, the Receiver was contacted by counsel for Heritage regarding a construction lien claim in connection with allegedly unpaid invoices for work performed by Heritage at Synaptive's premises in Mississauga. Among other things, Heritage sought the Receiver's consent to lift the stay of proceedings to permit it to issue a Statement of Claim and Certificate of Action in order to perfect the lien.
43. Heritage's lien claim described \$133,177.51 of amounts owing to it by Synaptive in connection with a subcontract price of \$2,012,364.82 for the renovation of new office space. The Receiver was not able to confirm that the amount claimed, or any amount, remains owing to Heritage. The Receiver was also unable to reconcile the "Statement of Account" provided by Heritage, showing a balance owing of \$133,177.51, with other records of the payment history between Synaptive and Heritage, including a bank record provided by Heritage.
44. The Receiver and McMillan also considered whether any funds in the hands of Synaptive, ResidualCo or the Receiver might be subject to a statutory trust in favour of Heritage under the *Construction Act* and concluded that no such trust arises.
45. Following various discussions between counsel for the Receiver and Heritage, the Receiver was prepared to consent to a lift stay to permit Heritage to preserve its lien claim, but no

such steps were ultimately taken and the time permitted under the *Construction Act* to perfect the lien has now expired.

Pacer Air Freight Ltd.

46. At the time of commencement of the Receivership, Pacer was providing certain warehousing services to Synaptive pursuant to a Warehousing Proposal dated November 15, 2021 (the “**Warehousing Proposal**”) and certain undocumented storage arrangements between Pacer and Synaptive. Pursuant to those arrangements and the provisions of the *Repair and Storage Lien Act*, RSO 1990, c R.25 (the “**RSLA**”), Pacer asserted a possessory lien over Synaptive’s warehoused property (being, three MRI machines and other equipment) (the “**Warehoused Property**”). The Receiver accepted the possessory lien as effective against Synaptive’s Warehoused Property.
47. Under the Subscription Agreement, the Purchaser elected to retain the Warehoused Property as a “Retained Asset” of Synaptive. However, in connection with the Receiver’s application for approval of the Transaction and the granting of the ARVO, Pacer requested an amendment to the proposed ARVO which preserved Pacer’s lien rights. The Receiver agreed, with the consent of the Purchaser, to the inclusion of lien preservation language in the ARVO. The language is set out at paragraph 21 of the ARVO and is replicated below:

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

48. On September 8, 2026, the Receiver was advised by the Purchaser that Pacer had served a statement of claim on Synaptive asserting a \$3,000,000 claim for damages for breach of contract, unjust enrichment, quantum meruit and/or pursuant to the *RSLA* (the “**Pacer Claim**”). A copy of the Pacer Claim is attached as **Appendix “G”**.
49. The Pacer Claim appears to seek damages under the Warehousing Proposal and a separate transportation agreement between Synaptive and Pacer dated September 30, 2024.
50. The Receiver and its counsel discussed the Pacer Claim separately with each of counsel to the Purchaser and counsel to Pacer. The Purchaser, through its counsel, took the position that the Pacer Claim was properly construed as a claim against ResidualCo, as none of the Pacer agreements or arrangements had been retained by Synaptive as part of the Transaction approved the ARVO. The effect of the ARVO, therefore, was to transfer those agreements and arrangements to ResidualCo.
51. The Purchaser took the view that paragraph 21 of the ARVO only preserved Pacer’s lien rights against the Warehoused Property. The Purchaser confirmed that it would consent to Pacer exercising such lien rights, as the Purchaser was unwilling to pay the amounts necessary to release the Warehoused Property.
52. The Receiver communicated the Purchaser’s position to Pacer. However, Pacer, through its counsel, disagreed with the interpretation of paragraph 21 of the ARVO and advised the Receiver that, in its view, the language in paragraph 21 preserved more than just Pacer’s lien rights.
53. After discussions with both parties, the Receiver was advised that the Purchaser and Pacer had entered into discussions in an attempt to resolve the Pacer Claim. We understand that the parties have been unable to resolve their dispute.

54. The Receiver's view of the matter is aligned with the Purchaser's interpretation of paragraph 21 of the ARVO. Although the Receiver appreciates that the matter is inherently a post-closing dispute between Synaptive/the Purchaser and Pacer, it is concerned that the Pacer Claim, if allowed to proceed, represents an attempt to make an "end run" around the application of the ARVO. This could lead to uncertainty in the interpretation of reverse vesting orders, to the detriment of the practice.
55. Accordingly, the Receiver is seeking a determination by the Court of the correct interpretation of paragraph 21 of the ARVO.

IX. UPDATE ON CLAIMS PROCEDURE ORDER

56. Pursuant to the Distribution and Claims Procedure Order granted on July 10, 2026, the Receiver implemented the Junior Claims Process and delivered Statements of Accepted Claim to each Junior Noteholder in accordance with the Court-approved process. The Claims Procedure provided that a Junior Noteholder would be deemed to have accepted the amount of its claim as determined by the Receiver unless a Notice of Dispute of Claim was received by the Claims Bar Date of August 5, 2026.
57. The Receiver completed the notice process and no Notices of Dispute of Claim were received by the Claims Bar Date. Accordingly, the claims set out in the Statements of Accepted Claim are deemed to be accepted and constitute Proven Junior Noteholder Claims in accordance with the Distribution and Claims Procedure Order. The Receiver was therefore not required to engage in any claim reconciliation discussions or seek any further determination from the Court with respect to the amount of any Junior Noteholder Claim.

58. As a result, the Receiver has finalized the quantum of all Proven Junior Noteholder Claims and is in a position to proceed with distributions to Junior Noteholders in accordance with the priorities established by the Court and the relief sought in this motion.

X. RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

59. Set out below is a summary of the interim R&D for the period from April 28, 2026 to October 9, 2026 (the "Period"):

Statement of Receipts and Disbursements For the period April 28, 2026 to October 9, 2026 Amount \$ in CAD	
RECEIPTS	
Cash in Bank	303,616
Receivers Borrowing Charge	1,100,000
Collections of Accounts Receivable	169,660
Sale Proceeds	12,600,000
Receipt from Build Nova Scotia	302,743
Collections of Prepaid Expenses	1,734
Retainer Transfer	729
Admin Fee	21,000
Interest	62,335
Total Receipts	14,561,815
DISBURSEMENTS	
Locksmiths	3,634
Contractor Costs	113,533
Rent and Occupancy	323,884
Patent Maintenance and Regulatory Costs	68,937
IT Costs	160,343
Insurance	27,954
G&A	5,410
Receivers Fees	370,934
Receivers Counsel	443,007
Foreign Exchange	(2,783)
Other Disbursements	9,807
Total Disbursements	1,524,660
Repayment of Receiver's Borrowing Charge	1,120,318
Stalking Horse Expense Reimbursement	50,000
Total Other Disbursements	1,170,318
Net Total Cash	11,866,837
Cash Opening Balance	-
Cash Closing Balance	11,866,837

60. As shown above, the Receiver had net cash flow of approximately \$11.9 million as a result of approximately \$14.6 million in receipts and approximately \$2.7 million in disbursements over the Period.
61. Receipts during the Period of approximately \$14.6 million, primarily consist of:

- a) proceeds from the Transaction of \$12.6 million;
 - b) \$1,000,000 and \$100,000 secured under the Receiver's Second Borrowings Charge and Receiver's First Borrowings Charge respectively;
 - c) cash in the Company's bank accounts at the date of the Receivership of approximately \$304,000;
 - d) the BuildNS Funds; and
 - e) collection of outstanding accounts receivable of approximately \$170,000.
62. Disbursements during the Period of approximately \$2.7 million, primarily consist of:
- a) Repayment of amounts borrowed under the Receiver's Borrowings Charges plus interest thereon of approximately \$1.1 million;
 - b) the Expense Reimbursement;
 - c) rent and occupancy disbursements of approximately \$324,000;
 - d) Receiver's fees of approximately \$371,000 which includes fees in respect of running the SISP;
 - e) fees and disbursements of the Receiver's counsel of approximately \$443,000;
 - f) independent contractor costs of approximately \$114,000; and
 - g) payments in respect of IT applications of approximately \$160,000.
63. In addition to the foregoing, the Receiver maintains separate accounts in respect of funds advanced by the Purchaser to fund certain agreed-upon expenses for the benefit of the Purchaser (the "**Purchaser Accounts**"). Any funds remaining in the Purchaser Accounts are expected to be returned to the Purchaser.

XI. PAYMENTS AND DISTRIBUTION FROM THE TRANSACTION PROCESS

64. This section sets out the proposed payments and distributions from the remaining cash on hand in the Receivership, for which approval is sought on this motion.

Borrowings Certificates

65. As authorized by the Court on July 10, 2026, the Receiver made distributions to EDC and the Stalking Horse Bidder in respect of amounts due under the Receiver's Borrowings Charges which included interest at a rate of 8.00% per annum, calculated and compounded daily from the date of issuance.

Expense Reimbursement

66. As authorized by the Court on July 10, 2026, the Receiver distributed the Expense Reimbursement (as defined in the Stalking Horse Agreement), in accordance with its terms, to the Stalking Horse Bidder.

Payment of the BuildNS Funds

67. As described in the Second Report, the Receiver has maintained the BuildNS Funds in a segregated account pending confirmation of the validity of the asserted trust claim and the determination of whether any other party has a competing entitlement to such funds.
68. Since the date of the Second Report, there has been no material change with respect to the BuildNS Funds. Based on the information currently available, the Receiver continues to be of the view that the BuildNS Funds are impressed with a statutory trust and do not form part of the Property of Synaptive or the proceeds available for distribution to the estate's creditors.

69. In support of its claim to the BuildNS Funds, counsel for HCS provided the Receiver with a statutory declaration of Marty Wilding (“**Mr. Wilding**”), the President of HCS, declared on July 17, 2026 (the “**Wilding Declaration**”). In the Wilding Declaration, Mr. Wilding certifies that HCS performed all design and construction services for the QEII 0.5T MRI Suite Redevelopment Design-Build Project (the “**Project**”) under its contract with Synaptive, that four invoices issued to Synaptive totalling \$1,008,046.74 (inclusive of HST) remain unpaid, that all subcontractors and suppliers retained by HCS in connection with the Project have been paid in full, and that HCS is the only remaining unpaid participant in the contractual chain. A copy of the Wilding Declaration is attached hereto as **Appendix “H”**.
70. The Receiver is not aware of any competing claims to the BuildNS Funds.
71. In the circumstances, the Receiver is seeking authorization to distribute the BuildNS Funds to HCS in satisfaction of its asserted trust claim, or as this Honourable Court may otherwise direct. The Receiver believes that such distribution is appropriate given its view that the BuildNS Funds are trust funds and are not beneficially owned by Synaptive.
72. If the requested relief is granted and the BuildNS Funds are distributed, this matter will be fully resolved and the BuildNS Funds will no longer constitute an outstanding issue in the administration of the Receivership.

Reimbursement of Customer Payments

73. Since the commencement of the Receivership, the Receiver has received certain payments from former customers of Synaptive in respect of clinical service agreements and maintenance contracts entered into prior to the Receivership Date. Such agreements generally provided for services over a fixed term, typically one year. The Receiver did not

continue to provide any clinical services following its appointment and, accordingly, has been refunding the portion of amounts received that relate to periods for which services would not be provided. With respect to maintenance contracts, the Receiver continued to provide certain maintenance services until the Closing of the Transaction and retained the portion of contract revenue attributable to services provided during that period. The balance of amounts received relating to maintenance services for periods subsequent to Closing of the Transaction have been, or are in the process of being, refunded to the applicable customers.

74. The Receiver has made substantial progress in administering these refunds; however, a limited amount remains to be returned pending final reconciliation and confirmation of entitlement by the affected customers.
75. Accordingly, the Receiver has maintained a reserve in respect of the remaining anticipated customer refunds and will continue to administer such refunds in the ordinary course pending completion of the Receivership.

Payment of the Employee Priority Amounts

76. The Receiver is seeking authorization from this Honourable Court to distribute a portion of the remaining cash on hand to the Terminated Employees in respect of the amounts determined to be owing on a super-priority basis pursuant to section 81.4 of the BIA (the “**81.4 Priority**”). The Receiver estimates the aggregate 81.4 Priority claim to be approximately \$116,409.
77. The Receiver notes that distributions on account of the 81.4 Priority are typically withheld pending confirmation by ESDC of payments made under the WEPPA. Upon such confirmation, ESDC would ordinarily provide notice of its subrogated claim in respect of

the 81.4 Priority, and the corresponding amount would be distributed to ESDC rather than to the Terminated Employees.

78. In light of ESDC's denial of the WEPPA claims and the anticipated delay in the resolution of the employees' appeals, the Receiver is seeking approval to distribute the 81.4 Priority amounts directly to the Terminated Employees, as there is currently no certainty as to when, or if, ESDC will assert a subrogated claim in respect of such amounts.

Senior Note

73. The balance of the remaining cash (net of amounts estimated to be paid for administration of the Receivership and the remaining fees and disbursements of the Receiver and McMillan) will be applied such that EDC will receive the Senior Note Amount. As described in the First Report, the Receiver obtained a security opinion from McMillan regarding the validity and enforceability of the security granted by Synaptive in respect of the Senior Note and the Junior Notes (described below).
74. Pursuant to the Claims Procedure Order, the Receiver was authorized to make a distribution to EDC in respect of amounts owing under the Senior Note. However, due to an inadvertent error, the terms of the Claims Procedure Order only authorized the Receiver to repay the principal amount plus accrued interest under the Senior Note, which amount did not include the costs incurred by EDC in connection with its enforcement actions which are properly payable under the terms of the Senior Note. Accordingly, the Receiver is seeking an amended distribution order authorizing a distribution to EDC of all of the amounts owing under the Senior Note.

Junior Notes

75. Following the distribution of the foregoing amounts and settlement of final

administrative and operating costs of the Receivership, the Receiver expects that the remaining cash available for distribution will result in a partial recovery for the Junior Noteholders. As set out below, the Receiver is seeking authorization to make a distribution to the Junior Noteholders.

XII. RELIEF SOUGHT

A&R Distribution Order

76. The Receiver is seeking an amended and restated order (the “**A&R Distribution Order**”) amending and restating the Claims Procedure Order to, among other things: (i) correct an inadvertent error in the Claims Procedure Order that omitted EDC's enforcement costs from the amounts authorized to be distributed to EDC in respect of the Senior Note; and (ii) authorize and direct certain distributions from the cash on hand in the Receivership estate, as described further below.

Discharge Order

77. The Receiver is seeking a distribution and discharge order (the “**Discharge Order**”) that, among other things, authorizes and approves:
- a) the activities of the Receiver as set out in the First Supplement to the Second Report and this Third Report;
 - b) the fees and disbursements of the Receiver and McMillan;
 - c) the payment of funds to HCS from the funds segregated and held apart from the Receivership estate in respect of the Build Nova Scotia Project;
 - d) the distribution of the remaining proceeds available in the Receivership estate;
 - e) the assignment of 1001665935 Ontario Inc. into bankruptcy by the Receiver; and

- f) the discharge of the Receiver, and the release of the Receiver from any and all liability.
78. Together, the A&R Distribution Order and the Discharge Order authorize and direct the Receiver to make the following distributions:
- a) \$302,742.72 to HCS, from the amounts segregated and held apart from the Receivership estate in respect of the Build Nova Scotia Project;
 - b) all amounts required to satisfy claims under section 81.4 of the BIA, to be paid directly to the Terminated Employees without the involvement of any Federal Government agency;
 - c) the Canadian dollar equivalent of US\$6,000,000, plus EDC's enforcement costs in the amount of \$182,447.44, plus accrued and unpaid interest to EDC, in full and final satisfaction of the obligations under the Senior Note;
 - d) the customer refund amounts described in this Third Report, and reservation of \$45,000 to be held by the trustee in bankruptcy of 1001665935 Ontario Inc.;
 - e) all amounts secured by the Receiver's Charge, including the fees and disbursements of the Receiver and McMillan; and
 - f) from the remaining balance, payment to the Junior Noteholders on a *pro rata* basis in partial satisfaction of the Junior Noteholder Claims.

XIII. CONCLUSIONS AND RECOMMENDATION

79. For the reasons set out in this Third Report, the Receiver respectfully recommends that the orders sought be granted. All of which is respectfully submitted to the Court this 15th day of October 2026.

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

Per:

A handwritten signature in black ink, appearing to be 'KK' with a long horizontal stroke extending to the right.

Karen Kimel
Senior Vice-President

APPENDIX “A”

Receivership Order granted by Justice Dietrich, April 28, 2026



Court File No. CL-26-00000173-0000

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

THE HONOURABLE
JUSTICE J. DIETRICH

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)
)

TUESDAY, THE 28TH
DAY OF APRIL, 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 section 243(1)
of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and
section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**ORDER
(Appointing Receiver)**

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*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 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 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 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, 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 **“Receiver’s Borrowings Charge”**) 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 subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the 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.

24. **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.

25. **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

26. **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/>.

27. **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

28. **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.

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

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.



Justice J. Dietrich

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 (the “**Order**”) made in an application having Court file number 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 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

APPENDIX “B”

List and Description of Additional Retained Contracts designated pursuant to the Approval and Reverse Vesting Order granted by Justice Dietrich, July 10, 2026

Additional Retained Contracts

- Oracle NetSuite Estimate 1421624 dated as of May 27, 2024;
- License Agreement dated as of November 14, 2013 between The University of Western Ontario and Synaptive Medical, Inc. (as assignee from Synaptive Medical (Barbados) Inc.), as amended to date;
- Agreement between Synaptive Medical, Inc. and JENOPTK Optical Systems GmbH dated as of September 22, 2025;
- Side Letter between Synaptive Medical, Inc. and JENOPTK Optical Systems GmbH dated as of March 2, 2026;
- Agreement between Synaptive Medical, Inc. and iPRO Americas Inc. dated as of January 7, 2026
- 2020 Reseller Agreement dated as of April 1, 2020 between Sony Electronics Inc. and Synaptive Medical, Inc.; and
- Supply Agreement dated as of January 17, 2019 between Superconducting Systems Inc. and Synaptive Medical, Inc.

APPENDIX “C”

Affidavit of Karen Kimel, sworn October 14, 2026

Court File No. CL-26-00000173-0000

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

IN THE MATTER OF THE RECEIVERSHIP OF

1001665935 ONTARIO INC.

of the City of Toronto, in the Province of Ontario

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

**AFFIDAVIT OF KAREN KIMEL
(Sworn October 14, 2026)**

I, **KAREN KIMEL**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a chartered professional accountant and a senior vice president with Richter Inc. (“**Richter**”), in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1001665935 Ontario Inc., and its previous capacity as Court-appointed receiver and manager of Synaptive Medical Inc. (in such capacities, the “**Receiver**”). As such, I have knowledge of the matters hereinafter deposed to.
2. This affidavit is made in support of a motion (the “**Motion**”) for, among other things, the approval of the Receiver’s fees and disbursements from April 22, 2026 to October 9, 2026 (the “**Fee Period**”).
3. The total amount claimed by the Receiver for the Fee Period is \$403,651.49 (inclusive of taxes), which includes fees of \$354,990.00 and disbursements of \$2,223.70.
4. Attached and marked as **Exhibit “A”** to this Affidavit is (i) a schedule summarizing all invoices rendered by the Receiver during the Fee Period, including the fees and

disbursements, and total fees charged in each invoice (the “**Accounts**”), and (ii) a chart summarizing the hours billed and billing rates of each of the members of Richter that rendered services during the Fee Period.

5. True copies of the Receiver’s Accounts for the Fee Period are attached hereto as **Exhibit “B”**. The Accounts and summary charts disclose in detail the name of each person who rendered services, the dates on which the services were rendered, the time spent each day, the rate charged and the total charges for fees, disbursements and taxes.
6. In addition, the Receiver and its counsel will incur some additional fees and disbursements, after the Fee Period, including in connection with some ancillary matters that must be completed with respect to this proceeding. The Receiver’s current expectation is that its subsequent fees and disbursements will not exceed \$60,000 in the aggregate, excluding applicable taxes (the “**Estimated Remaining Fees**”).
7. To the best of my knowledge and given the nature of these proceedings, I believe that the hours and rates in the attached Accounts and the Estimated Remaining Fees are reasonable and comparable to other firms in Toronto for work of this nature in similar proceedings.

SWORN BEFORE ME over video conference this 14th)
 day of October, 2026, in accordance with O. Reg.)
 431/20, Administering Oath or Declaration Remotely.)
 The affiant was located in the City of Toronto, in the)
 Province of Ontario and the commissioner was located)
 in the City of Toronto, in the Province of Ontario.)
)
)
)
)

A commissioner for taking affidavits
 Spencer Atin (LSO# 92656R)

Karen Kimel

This is Exhibit "A" referred to in the
Affidavit of **Karen Kimel**
sworn before me on October 14, 2026

A handwritten signature in blue ink, appearing to be 'SA', is written above a horizontal line.

A Commissioner for taking Affidavits (or as may be)
Spencer Atin (LSO# 92656R)

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

IN THE MATTER OF THE RECEIVERSHIP OF

1001665935 ONTARIO INC.

of the City of Toronto, in the Province of Ontario

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

Summary of Richter Inc. Fees and Disbursements, in its capacity as Court-appointed Receiver of 1001665935 Ontario Inc.

Invoice	Period	Fees	Disbursements	Taxes	Sub-Total
20413178	Ending May 31, 2026	\$185,389.25	\$1,576.59	\$24,305.56	\$211,271.40
20413265	Ending June 30, 2026	\$115,378.00	\$456.20	\$15,058.45	\$130,892.65
20413379	Ending August 5, 2026	\$23,918.25	\$58.41	\$3,116.97	\$27,093.63
20413550	Ending September 28, 2026	\$22,579.50	\$71.39	\$2,944.62	\$25,595.51
20413607	Ending October 9, 2026	\$7,725.00	\$61.11	\$1,012.19	\$8,798.30
				Total:	\$403,651.49

Name	Avg 2026 Rate	Hours Billed
Andrew Adessky	\$700.00	30.00
Brett Miller	\$700.00	33.50
Carol O'Donnell	\$355.00	88.50
Danish Khan	\$550.00	23.50
Ella Olsha	\$225.00	187.30
Ian Xiao	\$130.00	9.10
Karen Kimel	\$700.00	190.25
Matthew Morgan	\$315.00	127.25
Pascale Lareau	\$355.00	18.55
Peter Rosenfeld	\$60.00	1.50
Richard You	\$130.00	8.00

Tali Pinsker	\$130.00	74.25
Tural Feizoullaev	\$130.00	57.75
Vicky Coupal	\$145.00	6.00
Wendy Van Alphen	\$585.00	40.80
	Total Hours Billed:	896.25

This is Exhibit “**B**” referred to in the
Affidavit of **Karen Kimel**
sworn before me on October 14, 2026

A handwritten signature in blue ink, appearing to be 'SA' with a long, sweeping horizontal stroke extending to the right.

A Commissioner for taking Affidavits (or as may be)
Spencer Atin (LSO# 92656R)



Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Date: 06/15/2026
Invoice No.: 20413178
Engagement No.: 2024435
Payment Terms: Due on Receipt

RE: Receivership

Professional services rendered to May 31, 2026 \$ 185,389.25

Disbursements 1,576.59

Sub-Total	186,965.84
GST/HST #885435842 RT0001	24,305.56
Total Due	CAD \$ 211,271.40

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20413178
Date: 06/15/2026

Fees

Name	Hours	Rate	Amount
Andrew Adessky	26.20	\$ 700.00	\$ 18,340.00
Brett Miller	18.25	700.00	12,775.00
Carol O'Donnell	39.40	355.00	13,987.00
Danish Khan	12.50	550.00	6,875.00
Ella Olsha	66.60	225.00	14,985.00
Karen Kimel	76.00	700.00	53,200.00
Matthew Morgan	102.50	315.00	32,287.50
Pascale Lareau	12.85	355.00	4,561.75
Richard You	8.00	130.00	1,040.00
Tural Feizoullaev	20.00	130.00	2,600.00
Vicky Coupal	6.00	145.00	870.00
Wendy Van Alphen	40.80	585.00	23,868.00
	429.10		\$ 185,389.25

Disbursements

Kilometers	\$ 33.54
Photocopies	1,007.40
Postage/Courier	535.65
	\$ 1,576.59

Invoice No.: 20413178
 Date: 06/15/2026

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
04/22/2026	Brett Miller Sale Process	0.50	\$ 700.00	\$ 350.00
04/24/2026	Wendy Van Alphen Travel to London & Mississauga locations; attend on site at both locations, supervise and assist in review of asset and inventory listings at both locations	13.80	585.00	8,073.00
04/26/2026	Karen Kimel Call with EDC, Fasken and McMillan re offer. Call with G. Phoenix. Review factum and termination letter.	1.25	700.00	875.00
04/27/2026	Carol O'Donnell Assist with termination letters. Meeting with team for preparation of receivership. Open file in Ascend. Misc. administration. Prepare letter to RBC advising of receivership.	3.10	355.00	1,100.50
04/27/2026	Vicky Coupal Review and finalize termination letters for the Canadian employees, including mailing merge and renaming all files.	2.25	145.00	326.25
04/27/2026	Andrew Adessky Review of materials, receivership preparation, call with K. Kimel, E. Olsha, W. Van Alphen and C. O'Donnell to prepare, review email from W. Van Alphen.	2.00	700.00	1,400.00
04/27/2026	Karen Kimel Calls/emails w McMillan. Pre-filing report. Emails. Calls w/ Richter team. Call w/ Torys/McMillan. Call McMillan/Fasken/EDC. Call w/ G Constantine. Call w/ E Schultz, M Momsen. Term/contract letters. Funding Key acknowledgement.	4.00	700.00	2,800.00
04/27/2026	Brett Miller Sale Process	0.50	700.00	350.00
04/27/2026	Matthew Morgan Tracker, buyers list, contact list, teaser	2.00	315.00	630.00
04/27/2026	Ella Olsha Update receivership checklist; Request bank details, cell phones, credit cards, utilities providers etc. from Company; Internal call to review next steps; Review draft termination letters.	2.25	225.00	506.25
04/27/2026	Richard You Client site visit, inventory and asset count. Population and update of relevant data tables	6.50	130.00	845.00
04/27/2026	Wendy Van Alphen	10.80	585.00	6,318.00

Invoice No.: 20413178
 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
	Travel and attendance on site in Mississauga take pictures and catalogue capital assets; discussion with R. You; attendance at Apple Express to take pictures of site and assets on site			
04/28/2026	Pascale Lareau Sending a letter to employees by email	0.70	355.00	248.50
04/28/2026	Carol O'Donnell Prepare web site, post documents, File receivership documents with the OSB, Finalize letter to RBC. Email letters to employees. Discussions with team. Misc. administration.	3.60	355.00	1,278.00
04/28/2026	Vicky Coupal Discussion with C. O'Donnell re finalize letter to bank for AR collection; assist C. O'Donnell re sending letter of termination to individual employees by email.	1.50	145.00	217.50
04/28/2026	Andrew Adessky Contact C. James, communications with E. Osha, K. Kimel, court hearing; email from creditor; review information from company; call re IT backup; review company emails.	2.20	700.00	1,540.00
04/28/2026	Karen Kimel Attend hearing. Calls/emails w employees re contracts. Calls w/ A Adessky, w/ M Stephenson, w/ W Van Alphen. Calls w/ M Momsen. Calls w/ T Weerasooriya. Call w/ G Phoenix. Email re Medi Urge. Call w/ T Vuong re patents. Creditor/property matters.	4.50	700.00	3,150.00
04/28/2026	Danish Khan Download and review data room info from Carta. Call with M. Momsen for an update.	2.00	550.00	1,100.00
04/28/2026	Matthew Morgan Internal meeting	0.50	315.00	157.50
04/28/2026	Ella Olsha Call w/ W. Van Alphen, A. Adessky, C. James, D. Anderson re: IT controls; Request receivership docs from M. Momsen; Review insurance/credit card docs; Update utilities contacts lists; Confirm key acknowledgement forms signed; Contractor agreements.	3.00	225.00	675.00
04/28/2026	Wendy Van Alphen Travel and attendance on site in Mississauga and London re inventory review and capital asset review; and possession and control in both locations	10.60	585.00	6,201.00
04/29/2026	Carol O'Donnell Respond to emails. Prepare notice of Receiver. Communications with RBC. Misc. administration.	2.90	355.00	1,029.50

Invoice No.: 20413178
 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
04/29/2026	Vicky Coupal Discussion with C. O'Donnell re: prepare and send letter of termination to all Canadian employees by mail.	1.00	145.00	145.00
04/29/2026	Andrew Adessky Calls (x2) re employee offer - Richter, EDC and Fasken; follow up discussion K. Kimel; various emails re IT back up, exchanges with Mississauga landlord.	1.70	700.00	1,190.00
04/29/2026	Karen Kimel Calls w/ EDC, Fasken, McMillan re offer, planning. Call w/ benefits broker. Email FAQ. Calls w/ D. Anderson, M. Momsen, D. White. Call w/ G. Phoenix. Call w/ A. Adessky, C. O'Donnell, E. Olsha. Call w/J. Bernstock. Calls w/ McMillan. Send borrowing cert.	4.00	700.00	2,800.00
04/29/2026	Matthew Morgan Liquidator contact information	0.50	315.00	157.50
04/29/2026	Ella Olsha Emails w/ Synaptive team re: employee contact, mailing addresses, insurance, credit cards; Update receivership checklist; Corres. w/ W. Van Alphen re: site-visit; Liquidator contact list; Calls w/ utilities companies.	4.00	225.00	900.00
04/29/2026	Wendy Van Alphen Prep of documents and keys for shipping to Toronto; review of emails and respond accordingly.	1.60	585.00	936.00
04/30/2026	Pascale Lareau Prepare redirection of mail	0.60	355.00	213.00
04/30/2026	Carol O'Donnell Prepare creditor list. Email with Employee. Update Notice of Receiver. Prepare letter to RBC to cancel credit cards. Misc. administration.	3.20	355.00	1,136.00
04/30/2026	Andrew Adessky Call with Mississauga landlord and various emails; update to K. Kimel; emails with D. Anderson, K. Kimel, C. James re various IT matters; review emails with EDC; review email re potential stalking horse; call with EDC, Fasken and McMillan.	2.40	700.00	1,680.00
04/30/2026	Karen Kimel Various emails/calls with company. Review inventory and fixed assets with R. You. Call w/ EDC, Fasken and McMillan re updated offer. Call with J. Markic. Emails re 3rd party property. Credit card letter. Email interested party. Review notice of receiver.	3.25	700.00	2,275.00
04/30/2026	Danish Khan	1.00	550.00	550.00

Invoice No.: 20413178
 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
04/30/2026	Dataroom and buyers list Ella Olsha Request bank/litigation/insurance info; Review litigation notes; File lease agreements/IT server data; Draft letter+calls w/ utilities companies; Respond to creditors; Cancel cleaning services; Site-visit photo uploads.	3.50	225.00	787.50
04/30/2026	Richard You Adjustments of summary tab.	1.50	130.00	195.00
05/01/2026	Pascale Lareau Working on creditors list, prepare wire transfer for rent.	1.70	355.00	603.50
05/01/2026	Andrew Adessky Review D&O info, emails with Claims reviewer, emails re landlord visit, emails re rent, emails re property claim, rent payment, emails re potential lien,	1.80	700.00	1,260.00
05/01/2026	Karen Kimel Call w/ G. Phoenix. Emails re claims. Calls w/ E. Olsha. Call London landlord. Call: review IP. Call w/ Pacer/McMillan. Review BNS/HCS and emails. Call landlord counsel. Calls w/ EDC, Fasken, McMillan. 3rd party claims. Emails re benefits. Call RBC.	3.50	700.00	2,450.00
05/01/2026	Ella Olsha Minute books share link; Organize site photos; Draft letters to utilities; Phone w/ Enbridge to move accounts; Update landlord contact; Add credit cards/leases/litigation claims to creditor list; Compare CCAA creditor list; File 3rd party property.	5.50	225.00	1,237.50
05/02/2026	Karen Kimel Emails re C. Marrus litigation. Email interested parties. Emails re 3rd party property.	0.75	700.00	525.00
05/03/2026	Karen Kimel Emails re employee claims, RBC card, SISP. Review/sign/email contractor docs.	0.50	700.00	350.00
05/03/2026	Ella Olsha Draft Contractor agreement; Update retained employee list; Calculate hrly contractor rates; Draft creditor list + list questions for M. Momsen; SickKids donation calculation - add new employees to employee listing.	2.00	225.00	450.00
05/04/2026	Carol O'Donnell Respond to emails from employees. Work on employee list with E. Olsha.	0.60	355.00	213.00
05/04/2026	Andrew Adessky	2.70	700.00	1,890.00

Invoice No.: 20413178
 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
	Call with D. Mulroney re D&O insurance; review of subscription agreement; communications with landlord, rent payment, emails with E. Olsha call with Fasken, EDC and McMillan re subscription agreement.			
05/04/2026	Karen Kimel Call w/ EDC, Fasken and McMillan. Emails with contractors, third party property etc. Emails w/ Loopstra re Sub Agreement. Email interested party. Review/sign warehouse letter. Review/emails re IP maintenances. Review SISP, emails McMillan. Emails.	3.50	700.00	2,450.00
05/04/2026	Brett Miller Sale Process	0.50	700.00	350.00
05/04/2026	Ella Olsha Finalize letter to third-party inventory site; Follow-up on landlord site-visit; Record Richter invoice; File financial docs. from N. Hatley; Convert creditors list to CAD; Email M. Momsen re: SickKids donations list; Review litigation claims.	5.00	225.00	1,125.00
05/04/2026	Wendy Van Alphen Draft letter for Apple Express; contact to Aletra, Enbridge, London Hydro, Rogers, Telus; Waste connections of Canada, Clean AF Professional Cleaning and Argosy Cleaning.	1.80	585.00	1,053.00
05/05/2026	Carol O'Donnell Email with RBC regarding credit card cancellation. Emails with employees re WEPP. Work on creditors list with E. Olsha. Misc. administration.	1.90	355.00	674.50
05/05/2026	Andrew Adessky Draft SISP procedures review, draft subscription agreement review, emails from McMillan, Fasken, Richter re process; communications with company and landlord re site visit; communications re IT backup.	1.60	700.00	1,120.00
05/05/2026	Karen Kimel Emails re VDR Info, consumables, SISP, creditor list, RBC. Call with M. Momsen. Call w/ S. Campbell. Review subscription agreement. Review utility letters. Email McMillan re employee demand.	2.50	700.00	1,750.00
05/05/2026	Ella Olsha Re-organize creditor's list - by type of creditor (secured, unsecured, trade, leases etc.); Interest and severance/termination calculation; Request missing addresses; Update entity/remove US employees; Add litigation/counsel; Reply to ex-employee.	6.00	225.00	1,350.00
05/05/2026	Wendy Van Alphen	2.20	585.00	1,287.00

Invoice No.: 20413178
 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
05/06/2026	Call with N. Syed re Apple express and resend letter and court order to N. Syed; finalize Miss listing for capital assets, pictures and Apple Express listing and pictures	8.30	355.00	2,946.50
05/06/2026	Carol O'Donnell Respond to employee emails. email banking information to RBC. Update notice with updated balance sheet, Prepare a draft SISP newspaper ad. Assist E. Olsha with finalizing creditor list. Prepare creditor list in excel. Misc. administration.	2.50	700.00	1,750.00
05/06/2026	Andrew Adessky Emails with company, Uniserve re IT backup; review emails from McMillan, Fasken re SISP procedures; comment on SISP procedures; review emails re notice to creditors, banking; review first report, review various filing documents	3.50	700.00	2,450.00
05/06/2026	Karen Kimel Call w/ E. Olsha re creditor list. Emails w/ former employees, counsel, contractors etc. Emails re benefits, donations, credit card setoff. Review Receiver report, motion documents, notice to creditors. Email re service plan. Email re advertising.	5.00	315.00	1,575.00
05/06/2026	Matthew Morgan Buyers list, teaser, dataroom	7.50	225.00	1,687.50
05/06/2026	Ella Olsha Equipment possession list, per employee; Emails w/ M. Momsen re: creditor list; Finalize creditor list; Separate vacation calculation (secured v. unsecured); Send model to sales team; Send address to Utilities; Pro-rated invoice (pre v post receivership).	2.60	355.00	923.00
05/07/2026	Pascale Lareau Working on mailing to creditors, Prepare wires transfers	1.60	355.00	568.00
05/07/2026	Carol O'Donnell Finalize creditors list in Ascend. Prepare notice for mailing. Prepare creditor email list. Update supplementary list. Post Notice to website and file with the OSB.	1.80	355.00	639.00
05/07/2026	Carol O'Donnell Send notice out to all the emails. File emails, search for missing addresses for the mailing. Review SISP ad with A. Adessky Misc. administration.	0.75	145.00	108.75

Invoice No.: 20413178
 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
05/07/2026	Andrew Adessky Call with EDC, Fasken, McMillan and Richter re Stalking Horse, etc; call with K Kimel re cash flows, review first report; review and comment on term sheet, motion, EDC documents, Globe Ad.	2.60	700.00	1,820.00
05/07/2026	Karen Kimel Call with EDC, McMillan, Fasken. Review/emails cash position with McMillan. Call with B. Miller, A. Adessky. Calls/emails with McMillan. Review materials. Changes to notice. Emails re insurance.	3.25	700.00	2,275.00
05/07/2026	Matthew Morgan Updating Teaser document	1.50	315.00	472.50
05/07/2026	Matthew Morgan Preparation for SISP outreach	0.50	315.00	157.50
05/07/2026	Ella Olsha Share alarm company info; Final edits to creditor list; Answer creditor calls.	2.50	225.00	562.50
05/08/2026	Pascale Lareau Entered wire transfer in ascend	0.25	355.00	88.75
05/08/2026	Carol O'Donnell Post documents on website and file with the OSB. Review milestone discuss deadlines with Karen Kimel. Comm. with Niwri Media regarding deadlines for ad. Misc. administration.	0.90	355.00	319.50
05/08/2026	Andrew Adessky Call re IT systems and back up; follow up communications with D. Anderson, C. James, info for cash flow; email from landlord.	1.30	700.00	910.00
05/08/2026	Karen Kimel Call with insurance co and email re same. Call with M. Momsen and S. Campbell re cash flow. Call with interested party and McMillan. Various emails.	3.00	700.00	2,100.00
05/08/2026	Brett Miller Sale Process	1.75	700.00	1,225.00
05/08/2026	Matthew Morgan Call with B. Miller, tracker, teaser, VDR	1.00	315.00	315.00
05/08/2026	Ella Olsha Call w/ D. Anderson and A. Adessky; Emails re: on-site security in London; File back-up; Secure sync link folder for T. Vuong invoices.	2.00	225.00	450.00
05/11/2026	Carol O'Donnell	1.30	355.00	461.50

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 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
	Update incoming wire transfers and deposit. Respond to emails. Communications with Niwri regarding ad. Post document to website and file with the OSB.			
05/11/2026	Andrew Adessky Emails with K. Kimel, review emails from D. Anderson and Uniserve.	0.30	700.00	210.00
05/11/2026	Karen Kimel Call with S. Campbell and M. Momsen re budget. Emails with contractors. Email re ad for SISF. Email re PO's. Review factum. Review teaser. Email re parties. Review NDA. Emails with M. Momsen and S. Campbell.	2.50	700.00	1,750.00
05/11/2026	Brett Miller Sale Process	1.50	700.00	1,050.00
05/11/2026	Matthew Morgan Buyers list, VDR, Carta download, teaser	4.00	315.00	1,260.00
05/11/2026	Ella Olsha Build appendices for Vuong invoice and verify patent payments; Calculate contractor rate for S. Sykes; Update contracted employee list; Request for info from T. Vuong re: additional receipt; File and save RichterSync docs for record keeping.	2.50	225.00	562.50
05/12/2026	Carol O'Donnell Communications with Niwri Media regarding newspaper ad.	0.20	355.00	71.00
05/12/2026	Andrew Adessky Communications with C. James re IT back up, review emails.	0.30	700.00	210.00
05/12/2026	Karen Kimel Call with CRA and emails re same. Call with employee re WEPP. Call with lessor. Call with interested party. Emails re contractor retention. Various emails. Email re contractor. Emails w/ interested parties. Emails re consumables.	1.75	700.00	1,225.00
05/12/2026	Brett Miller Sale Process	0.50	700.00	350.00
05/12/2026	Matthew Morgan Outreach workflow, VDR, teaser	7.00	315.00	2,205.00
05/12/2026	Ella Olsha Calculate new contractor hrly rates and draft agreements; Update employee list; Finalize invoice appendices for T. Vuong and request C. O'Donnell to make wire transfer w/ verified bank details.	2.00	225.00	450.00
05/13/2026	Carol O'Donnell	2.10	355.00	745.50

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 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
	Post documents to website and file with the OSB, Finalize newspaper ad. Set up bank accounts, transfer funds and update. Verify bank for incoming wire transfer, update.			
05/13/2026	Vicky Coupal Follow up with Marketing re: discuss setting up Canada News Wire.	0.25	145.00	36.25
05/13/2026	Andrew Adessky Court hearing, discussion K. Kimel, emails to Uniserve, discussions C. James.	1.10	700.00	770.00
05/13/2026	Karen Kimel Call w/ McMillan re SISP hearing and attend. Call with M. Momsen. Call with A. Adessky. Call with counsel to Health Solutions. Calls with B. Miller. Borrowing charge cert. Various emails w/ McMillan and company. Emails re additional contractors required.	2.50	700.00	1,750.00
05/13/2026	Brett Miller Sale Process	1.75	700.00	1,225.00
05/13/2026	Matthew Morgan Sale Process	4.50	315.00	1,417.50
05/13/2026	Ella Olsha Calculate hourly rate for new contractor; Draft contractor agreement for M. McDonald; Update employee listing.	0.75	225.00	168.75
05/14/2026	Pascale Lareau Prepare wires transfers	1.30	355.00	461.50
05/14/2026	Carol O'Donnell Prepare mail affidavit and file with the OSB.	0.90	355.00	319.50
05/14/2026	Vicky Coupal Follow up for approval of CNW ad for sale process	0.25	145.00	36.25
05/14/2026	Andrew Adessky Payments, various emails re IT issues	0.40	700.00	280.00
05/14/2026	Karen Kimel Call with insurance broker and email McMillan re same. Call with McMillan. Call with interested party. Contractor calls/docs. NDAs. Emails with McMillan. Email s/h.	1.25	700.00	875.00
05/14/2026	Brett Miller Sale Process	0.75	700.00	525.00
05/14/2026	Matthew Morgan Emails, tracker, VDR, NDAs	5.50	315.00	1,732.50
05/14/2026	Ella Olsha Confirm T. Vuong bank details for transfer; Confirm payment sent to contract worker; Review sale process budget with planned payments.	1.50	225.00	337.50

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 Date: 06/15/2026

Date	Name and Description	Hours	Rate	Amount
05/15/2026	Carol O'Donnell Enter wire transfers. Prepare GLs and bank statement for E. Olsha.	0.70	355.00	248.50
05/15/2026	Andrew Adessky Call with Uniserve, C. James re IT backup; emails with landlord re rent payment, email to K. Kimel.	1.00	700.00	700.00
05/15/2026	Karen Kimel Calls with interested parties. Call with McDonald re Europe regulatory. Emails re HCS and BNS. NDAs. Contractor emails/letters.	1.75	700.00	1,225.00
05/15/2026	Brett Miller Sale Process	1.00	700.00	700.00
05/15/2026	Matthew Morgan Intro calls, VDR, outreach, tracker	4.00	315.00	1,260.00
05/15/2026	Ella Olsha Request and share bank statements (per account) from C. O'Donnell.	0.50	225.00	112.50
05/15/2026	Tural Feizoullaev Built out bank statement models	4.00	130.00	520.00
05/16/2026	Karen Kimel NDA. Emails re insurance. Invoices. Emails to M. Momsen. Emails re equipment/inventory. Email to A. Adessky. Email employee re WEPP.	0.50	700.00	350.00
05/17/2026	Karen Kimel Emails with team. Email contractor doc.	0.25	700.00	175.00
05/17/2026	Ella Olsha Review security service invoices; Draft contractor agreement, edit employee listing; Pro-rate post-receivership invoice.	1.00	225.00	225.00
05/18/2026	Karen Kimel Emails re insurance. Email to noteholder. Emails re payments. Email McMillan re consumables.	0.50	700.00	350.00
05/18/2026	Brett Miller Sale Process	1.25	700.00	875.00
05/19/2026	Carol O'Donnell Prepare cheques.	0.20	355.00	71.00
05/19/2026	Andrew Adessky Email to D. Anderson, payments.	0.30	700.00	210.00
05/19/2026	Karen Kimel	2.50	700.00	1,750.00

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Date	Name and Description	Hours	Rate	Amount
	Calls w/ interested parties. Call with J. Markic. Call with A. Adessky. NDAs. Email re US claims. Letters re insurance. Sign assignment and assumptions. Emails re equipment return. Review budget and email re same. Review regulatory budget. Emails re SRED.			
05/19/2026	Brett Miller Sale Process	1.00	700.00	700.00
05/19/2026	Matthew Morgan Emails, VDR, NDAs, tracker, meetings, process update	7.00	315.00	2,205.00
05/19/2026	Ella Olsha Share payment details for Enbridge Gas invoice (post-receivership); Respond to creditor re: receivership process	0.75	225.00	168.75
05/19/2026	Tural Feizoullaev Building Synaptive variance model	8.00	130.00	1,040.00
05/20/2026	Pascale Lareau Prepare wire transfer and template at BMO	1.20	355.00	426.00
05/20/2026	Karen Kimel Calls w/ interested parties. Call re Euro regulatory. Call w/ J. Markic. Customer refunds. Emails re insurance, contractors, third party property, dd info, uniserve, customers, employees. Review variance model. Call McMillan.	3.75	700.00	2,625.00
05/20/2026	Brett Miller Sale Process	1.25	700.00	875.00
05/20/2026	Matthew Morgan Emails, VDR, NDAs, Tracker, Process Update, etc	5.00	315.00	1,575.00
05/20/2026	Ella Olsha Review pro-rated invoice for customer return; Confirm contact info w/ M. Momsen to draft email to customer re: refund; Draft additional contractor agreements, update employee listing; Review variance model.	2.50	225.00	562.50
05/21/2026	Carol O'Donnell Add creditor to Ascend. Prepare and verify wires and enter wires. Review WEPP with E. Olsha.	1.40	355.00	497.00
05/21/2026	Andrew Adessky Emails with S. Campbell re Uniserve invoices, emails from K. Kimel re Uniserve invoices, payments, call with K. Kimel re sales process.	1.10	700.00	770.00
05/21/2026	Karen Kimel	4.00	700.00	2,800.00

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Date	Name and Description	Hours	Rate	Amount
	Call with AJG and related emails/calls. Calls re dd list with Richter team, M. Momsen and D. White. Call with K. D'Arcey. Calls with T. Weerasooriya. Calls with interested party, email counsel. SRED correspondence. Review variance. NDAs			
05/21/2026	Brett Miller Sale Process	2.50	700.00	1,750.00
05/21/2026	Danish Khan Review status update, buyer due diligence requests, meeting with management to address responses.	3.00	550.00	1,650.00
05/21/2026	Matthew Morgan Meetings, Emails, VDR, NDAs, Tracker	7.00	315.00	2,205.00
05/21/2026	Ella Olsha Send email to customer re: refund; Confirm utilities payment was made; Review cash flow variance model; Extract WEPPA employee data; Email W. Marrett re: missing employee data; Create secure link to share SIN.	2.00	225.00	450.00
05/21/2026	Tural Feizoullaev Worked on mark to market and finishing touches to the model	3.00	130.00	390.00
05/22/2026	Carol O'Donnell Review WEPP with team.	0.80	355.00	284.00
05/22/2026	Andrew Adessky Emails with S. Campbell, emails with Uniserve; review email from C. James	0.40	700.00	280.00
05/22/2026	Karen Kimel Calls/emails w/ interested parties. Calls/emails re WEPP. Calls/emails w/ M. Momsen & McMillan re SRED, Deloitte. Various emails re inventory, SISP, patents, payment requests, insurance, regulatory updates. Email re DimRos. Email to former US employee.	3.00	700.00	2,100.00
05/22/2026	Brett Miller Sale Process	0.50	700.00	350.00
05/22/2026	Danish Khan Call with interested party. Review of DD request responses for interested bidder.	3.00	550.00	1,650.00
05/22/2026	Matthew Morgan Follow Ups, NDAs, VDR, due diligence list, process update, tracker	11.00	315.00	3,465.00
05/22/2026	Ella Olsha Verify employee payroll/vacation data w/ W. Marrett; Update WEPPA filing excel.	0.75	225.00	168.75
05/22/2026	Tural Feizoullaev	4.00	130.00	520.00

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Date	Name and Description	Hours	Rate	Amount
05/23/2026	Completed employee WEPPA data Karen Kimel Call with E. Olsha and W. Van Alphen to review site visit inventory and asset list for data room. Emails to CF team re same. Call with R. You re same. Emails re due diligence requests. Contractor emails. Email to interested party.	1.50	700.00	1,050.00
05/23/2026	Brett Miller Sale Process	0.50	700.00	350.00
05/23/2026	Matthew Morgan Emails, tracker, DD requests	2.00	315.00	630.00
05/23/2026	Ella Olsha Call w/ K. Kimel and W. Van Alphen re: Inventory listing and site-visit.	0.50	225.00	112.50
05/24/2026	Karen Kimel Various emails: independent contractors, payment requests (invoice reviews). Review inventory/fixed asset listing. Email re T4s.	0.75	700.00	525.00
05/24/2026	Ella Olsha Consolidate inventory files w/ images and re-name respective sheets w/ locations.	1.25	225.00	281.25
05/25/2026	Carol O'Donnell Reconcile bank accounts, prepare GLs and email. Resend email notice to new email address. Prepare wire transfer and update.	0.90	355.00	319.50
05/25/2026	Andrew Adessky Emails with K. Kimel	0.10	700.00	70.00
05/25/2026	Karen Kimel Emails re T4s. NDA. Creditor updates. Review variance report and email re same. Review payments. Emails re SISF. Email re roofing work.	0.75	700.00	525.00
05/25/2026	Brett Miller Sale Process	0.50	700.00	350.00
05/25/2026	Matthew Morgan Emails, NDAs, VDR, DD	5.00	315.00	1,575.00
05/25/2026	Ella Olsha Consolidate inventory / fixed assets list w/ photos; Create secure link to share file w/ sales team; Call w/ W. Van Alphen re: London inventory categorizations.	1.00	225.00	225.00
05/25/2026	Tural Feizoullaev Updating Model from weekly transactions	1.00	130.00	130.00
05/26/2026	Andrew Adessky Emails with Uniserve,	0.20	700.00	140.00
05/26/2026	Karen Kimel	1.75	700.00	1,225.00

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Date	Name and Description	Hours	Rate	Amount
	Meetings/calls with interested parties. Call with CRA. Emails re site visits. NDA. DD requests. Email re WEPP.			
05/26/2026	Brett Miller Sale Process	1.00	700.00	700.00
05/26/2026	Danish Khan Call with potential bidders.	1.50	550.00	825.00
05/26/2026	Matthew Morgan Follow ups, Q&A, meetings	6.00	315.00	1,890.00
05/26/2026	Ella Olsha Email customer re: refund post receivership.	0.10	225.00	22.50
05/27/2026	Karen Kimel Calls with contractors. Calls with interested parties. Call with T. Vuong re patents. Calls with T. Weerasooriya. Call with J. Markic. Calls with team. Various operational emails and invoices. Emails re SISP. Third party property.	3.00	700.00	2,100.00
05/27/2026	Brett Miller Sale Process	0.50	700.00	350.00
05/27/2026	Matthew Morgan Emails, tracker, site visit coordination, call with K. Kimel.	6.50	315.00	2,047.50
05/27/2026	Ella Olsha Inquire about PO for sterile drip pre-receivership; G-Force security invoice review; Coordinate site-visit time w/ potential investors; Review checklist and forecast for meeting w/ investors on-site.	2.50	225.00	562.50
05/28/2026	Carol O'Donnell Prepare wire transfers. Update deposits.	1.80	355.00	639.00
05/28/2026	Andrew Adessky Payments	0.20	700.00	140.00
05/28/2026	Karen Kimel Call with interested party. Emails to McMillan. Email to creditor and customer. Emails re roofing. Emails re third party property. Discount rate analysis. Email re PO, warehouse, contractors, IT, etc. Milestone revision.	2.00	700.00	1,400.00
05/28/2026	Brett Miller Sale Process	0.50	700.00	350.00
05/28/2026	Danish Khan File management and correspondence.	1.00	550.00	550.00
05/28/2026	Matthew Morgan Calls, emails, etc.	4.00	315.00	1,260.00
05/28/2026	Ella Olsha	2.50	225.00	562.50

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Date	Name and Description	Hours	Rate	Amount
	Site walk w/ potential investors (inc. Modus X demo); Update sales team on on-site meeting; Coordinate meeting w/ liquidator for site-visit next week.			
05/29/2026	Pascale Lareau Registered employees on Service Canada website	4.50	355.00	1,597.50
05/29/2026	Carol O'Donnell Review of WEPP with P Lareau. Prepare notice to employees regarding WEPP. Post documents to website.	1.20	355.00	426.00
05/29/2026	Karen Kimel Calls with W. Van Alphen. Call with McMillan. Calls with interested parties. Emails with E. Olsha. Emails re T4s, third party property, contractors, revised milestones, payments. Email re HCS. Review WEPP letter.	2.00	700.00	1,400.00
05/29/2026	Matthew Morgan Emails, Tracker, etc	8.00	315.00	2,520.00
05/29/2026	Ella Olsha Calculate hourly rate for new contracted employee; Draft contractor agreement; Verify termination letter sent April 28, 2026; Call w/ U-Pak re: Mississauga disposal bins; Confirm bin pickup and assess invoices based on date.	1.25	225.00	281.25
05/30/2026	Karen Kimel Consider, confer and respond to stalking horse email re employment agreements. Calls with C. Harris, M. Momsen.	1.50	700.00	1,050.00
05/30/2026	Danish Khan Address bidder questions.	1.00	550.00	550.00
05/30/2026	Matthew Morgan Emails, VDR, Q&A, Process Update	4.00	315.00	1,260.00
05/31/2026	Karen Kimel Emails re SISP/interested parties. Email investor. Email re payments and review invoices re same. Calls with McMillan and G. Phoenix.	1.00	700.00	700.00
05/31/2026	Matthew Morgan Emails, Q&A, process update	1.00	315.00	315.00
Fees Total		429.10		\$ 185,389.25
Date	Name and Description	Hours	Rate	Amount
04/28/2026	Kilometers 04/28/2026: Kilometers			\$ 33.54
04/29/2026	Photocopies			36.00

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Date	Name and Description	Hours	Rate	Amount
	04/29/2026: Total 144 @ \$0.25; Black /White; 2024435 - Synaptive Receivership			
05/07/2026	Photocopies 05/07/2026: Total 4225 @ \$0.10; Black /White; 2024435 - Synaptive Receivership			422.50
05/07/2026	Photocopies 05/07/2026: Total 64 @ \$0.25; Black /White; 2024435 - Synaptive Receivership			16.00
05/07/2026	Photocopies 05/07/2026: Total 5329 @ \$0.10; Black /White; 2024435 - Synaptive Receivership			532.90
04/30/2026	Postage/Courier 04/30/2026: Redirection of mail			202.29
05/01/2026	Postage/Courier 05/01/2026: Postage: Termination letter CAD Employees			88.56
05/07/2026	Postage/Courier 05/07/2026: Postage: Notice and Statement of the Receiver			244.80
Disbursements Total				\$ 1,576.59

Invoice No.: 20413178
Date: 06/15/2026

Remittance Form

Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Invoice Summary

Sub-Total	\$ 186,965.84
GST/HST #885435842 RT0001	24,305.56
Total Due	CAD \$ 211,271.40

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800



Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Date: 07/13/2026
Invoice No.: 20413265
Engagement No.: 2024435
Payment Terms: Due on Receipt

RE: Receivership

Professional services rendered to June 30, 2026 \$ 115,378.00

Disbursements 456.20

Sub-Total 115,834.20

GST/HST #885435842 RT0001 15,058.45

Total Due CAD **\$ 130,892.65**

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20413265
Date: 07/13/2026

Fees			
Name	Hours	Rate	Amount
Andrew Adessky	1.60	\$ 700.00	\$ 1,120.00
Brett Miller	13.25	700.00	9,275.00
Carol O'Donnell	26.20	355.00	9,301.00
Danish Khan	11.00	550.00	6,050.00
Ella Olsha	63.45	225.00	14,276.25
Karen Kimel	79.50	700.00	55,650.00
Matthew Morgan	24.25	315.00	7,638.75
Pascale Lareau	1.40	355.00	497.00
Tali Pinsker	69.50	130.00	9,035.00
Tural Feizoullaev	19.50	130.00	2,535.00
	309.65		\$ 115,378.00
Disbursements			
Kilometers			\$ 270.27
Meals			185.93
			\$ 456.20

Invoice No.: 20413265
 Date: 07/13/2026

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
06/01/2026	Carol O'Donnell Update wire transfers. Reconcile with bank and prepare GL's. Prepare wire transfers. Respond to employees emails.	1.50	\$ 355.00	\$ 532.50
06/01/2026	Andrew Adessky Emails with K. Kimel re rent, payments.	0.30	700.00	210.00
06/01/2026	Karen Kimel Calls w/ interested parties. Emails w/ McMillan. Emails due diligence. Emails with Richter team re SISP. Emails re T4s. Emails re NPC. Payments. Employee emails. Coordinate management meetings. Emails re insurance. Review/email updated variance.	4.00	700.00	2,800.00
06/01/2026	Brett Miller Sale Process	0.50	700.00	350.00
06/01/2026	Danish Khan Management meetings with interested parties. Review process update.	2.00	550.00	1,100.00
06/01/2026	Matthew Morgan Sale Process	3.00	315.00	945.00
06/01/2026	Ella Olsha Invoice analysis for patent payments (Invoice 2602 T. Vuong); Respond to inquiry of WEPP filing from terminated employees; Confirm wire transfer to contracted worker.	1.50	225.00	337.50
06/01/2026	Tural Feizoullaev Updated variance analysis	1.00	130.00	130.00
06/02/2026	Carol O'Donnell Prepare separate emails to all employees regarding WEPP. Respond to emails from employees.	3.80	355.00	1,349.00
06/02/2026	Karen Kimel Meetings on-site Mississauga with party, respond to Synaptive related emails during same. Calls with interested parties. Call with McMillan. Payments. Emails re due diligence requests.	7.50	700.00	5,250.00
06/02/2026	Matthew Morgan Emails, VDR, meeting coordination	1.50	315.00	472.50
06/02/2026	Ella Olsha Meeting with interested parties, On-site tour of facilities (London and Mississauga); Re-arm and secure facilities; Review and grant access to delivery for PO; Management discussion; Emails w/ M. Momsen and K. D'Arcey re bidder requests; Update sale team.	6.00	225.00	1,350.00
06/03/2026	Carol O'Donnell	2.30	355.00	816.50

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
	Prepare wire transfers. Respond to email with employees regarding WEPP. Communication with Service Canada. Review WEPP with E. Olsha to respond to employee.			
06/03/2026	Karen Kimel Call with K. D'Arcey. Meeting with interested party. Calls with McMillan. Calls with interested parties. Call with D. White. Emails with M. Momsen re info requests. Various email correspondence. Payments. Email re WEPP.	3.00	700.00	2,100.00
06/03/2026	Brett Miller Sale Process	0.50	700.00	350.00
06/03/2026	Ella Olsha Communicate requests from bidders to sales team; Review new shared documents from M. Momsen re; deferred revenue, investor presentation, install base list; Respond to terminated employees re WEPP inquires; Call w/ liquidator to confirm site-tour tomorrow.	3.20	225.00	720.00
06/04/2026	Carol O'Donnell Transfer funds from CDN to US account, update. Prepare wire transfer. Communications with Radiant Global, J. Mir and K. D'Arcey regarding their banking information. Prepare creditor list in excel.	2.70	355.00	958.50
06/04/2026	Andrew Adessky Payments	0.20	700.00	140.00
06/04/2026	Karen Kimel Calls/emails with interested parties. Call with T. Weerasooriya re insurance, customer calls, auction process, SISP update, other matters. Various emails re due diligence, payments, Call with former employee re contract.	3.50	700.00	2,450.00
06/04/2026	Brett Miller Sale Process	1.00	700.00	700.00
06/04/2026	Danish Khan Management calls with interested party (financial + operational).	2.00	550.00	1,100.00
06/04/2026	Matthew Morgan Emails, Q&A, VDR, meetings, etc.	5.50	315.00	1,732.50
06/04/2026	Ella Olsha	3.00	225.00	675.00

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
	Pro-rated invoice analysis for payment; Emails w/ M. Momsen and N. Hatley re: Inventory - review B/S; Review bidder requests; Respond to employees re: WEPP; Share updated creditor list w/ sale team; Call w/ Cintas; Call M. Warnakulasuriya, draft contract.			
06/04/2026	Tali Pinsker Attend on site for interested party	3.00	130.00	390.00
06/05/2026	Karen Kimel Call with former employee. Calls with interested parties. Call with McMillan re NPC, SISP matters. Call with K. D'Arcey. SISP matters and due diligence. Emails re Pacer and call with CEO re same. MRI inventory status. Payments.	2.00	700.00	1,400.00
06/05/2026	Brett Miller Sale Process	0.50	700.00	350.00
06/05/2026	Danish Khan Prepare bid deposit / deadline emails and send to parties.	1.00	550.00	550.00
06/05/2026	Matthew Morgan Emails, VDR	2.00	315.00	630.00
06/05/2026	Ella Olsha Reschedule site-visit; Call w/ Pacer re: inventory; Emails w/ M. Momsen re: MRI stock; Draft BIA section 81.4 disclaimer to interested parties, calculate maximum obligation; Calls w/ former employee re: contract; Draft contract agreement post negotiation.	3.25	225.00	731.25
06/06/2026	Karen Kimel Email to NPC rep re magnet	0.10	700.00	70.00
06/07/2026	Karen Kimel Call with counsel to interested party. Emails with interested party and counsel. Priority claims for data room.	0.60	700.00	420.00
06/08/2026	Carol O'Donnell Update wire transfers and prepare wire transfers. Verify bank and prepare GL's	0.70	355.00	248.50
06/08/2026	Karen Kimel Calls with interested party. Call with McMillan. Email re NPC. Emails re insurance. Emails to/from McMillan. Email re consumables. Review variance and revisions to same.	3.00	700.00	2,100.00
06/08/2026	Matthew Morgan Emails, meetings	3.00	315.00	945.00
06/08/2026	Tural Feizoullaev	2.00	130.00	260.00

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
	Updating variance model and created receipts schedule			
06/09/2026	Carol O'Donnell Prepare cheques.	0.20	355.00	71.00
06/09/2026	Karen Kimel Discuss valuations with B. Miller. UBO docs. Calls/emails with interested parties. Calls with McMillan. Emails with parties. Variance analysis to stalking horse. Due diligence responses.	1.75	700.00	1,225.00
06/09/2026	Brett Miller Sale Process	0.50	700.00	350.00
06/09/2026	Matthew Morgan Emails	1.00	315.00	315.00
06/09/2026	Ella Olsha Schedule Mississauga site tour w/ S. Campbell; Review and file Alectra invoice post receivership	0.75	225.00	168.75
06/09/2026	Tali Pinsker Organized the 21 files (invoices and PO amendments) and creating an organized excel summary of the Consumables Sales	7.00	130.00	910.00
06/10/2026	Carol O'Donnell Verify bank for incoming wire transfers, update. Correspondence with RBC regarding funds deposited into company bank account. Prepare wire transfers.	0.90	355.00	319.50
06/10/2026	Andrew Adessky Email from Uniserve, review, emails with E. Osha and K. Kimel.	0.20	700.00	140.00
06/10/2026	Karen Kimel Calls/emails w/ interested parties/counsel. Calls w/ McMillan. Call with D. White. Call w/ interested party counsel. Call w/ S. Campbell. Call w/ J. Markic re bids. Emails with M. Momsen. Payments. DD requests. NPC docs. Email T Vuong. Emails re SRED.	2.75	700.00	1,925.00
06/10/2026	Brett Miller Sale Process	1.50	700.00	1,050.00
06/10/2026	Danish Khan Review and analysis of bids.	1.00	550.00	550.00
06/10/2026	Matthew Morgan Bid summary	3.50	315.00	1,102.50
06/10/2026	Ella Olsha Site-tour w/ interested parties; Respond to I. Lim re: AppleExpress pre/post receivership invoices; Emails w/ D. White re: international employment contracts	4.00	225.00	900.00

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
06/10/2026	Tali Pinsker Reviewing 21 invoices and building the indepth excel analysis of all consumable sales	7.00	130.00	910.00
06/10/2026	Tural Feizoullaev Created updated forecast	0.50	130.00	65.00
06/11/2026	Carol O'Donnell Communication with RBC regarding June 2026 transactions. Prepare wire transfers.	1.80	355.00	639.00
06/11/2026	Andrew Adessky Payment approvals	0.20	700.00	140.00
06/11/2026	Karen Kimel Call with EDC/Fasken/McMillan re SISP. Call with RBC re transfer funds. Call with McMillan. Bid valuations. Review bid summary and revisions re same. Email RBC. Email landlord. Review auction letter and comments re same.	2.75	700.00	1,925.00
06/11/2026	Brett Miller Sale Process	1.50	700.00	1,050.00
06/11/2026	Danish Khan Review and analysis of bids.	2.00	550.00	1,100.00
06/11/2026	Matthew Morgan Bid summary, emails, VDR, meeting with EDC	4.00	315.00	1,260.00
06/11/2026	Ella Olsha Calls w/ N. Hatley to receive bank details; Review collections in Company bank statements; Emails w/ N. Hatley re: collections for consumable; Confirm credit card collateral; Draft contract for M. Valbuena Herrera; Update contracted employee listing	1.50	225.00	337.50
06/12/2026	Carol O'Donnell Verify bank for incoming wire transfers from RBC. Post wire transfers with details. Prepare wire transfers and post wire transfers.	1.10	355.00	390.50
06/12/2026	Karen Kimel Calls/emails bidders, T. Weerasooriya. Emails re auction process letter, bidder email, process. Emails re regulatory, payments, insurance, contractors, VDR. Emails w/ M. Momsen. London landlord email. Emails/letters to auction participants.	3.50	700.00	2,450.00
06/12/2026	Brett Miller Sale Process	1.25	700.00	875.00
06/12/2026	Ella Olsha	2.50	225.00	562.50

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
	Review/file invoice from contracted employee; Confirm patents were renewed; Dry-run call for Monday bid meeting; Calls w/ N. Hatley re: credit card collateral and customer payments; Confirm consumable payments from bank statements; Review bid offers			
06/12/2026	Tali Pinsker Invoices review for Synaptive contractor	3.00	130.00	390.00
06/13/2026	Karen Kimel Calls with T. Weerasooriya. Emails with bidders. Payments.	1.00	700.00	700.00
06/13/2026	Brett Miller Sale Process	1.00	700.00	700.00
06/14/2026	Karen Kimel Calls with T. Weerasooriya. Call with bidder. Calls with B. Miller. Auction preparation.	2.00	700.00	1,400.00
06/15/2026	Carol O'Donnell Reconcile GL's to bank and prepare GL's. Prepare wire transfer and update	0.70	355.00	248.50
06/15/2026	Karen Kimel Auction process including related calls with EDC, Fasken, Counsel to bidders, bidders etc. Emails re alarm. Payments.	7.00	700.00	4,900.00
06/15/2026	Brett Miller Sale Process	4.00	700.00	2,800.00
06/15/2026	Danish Khan Auction process	3.00	550.00	1,650.00
06/15/2026	Ella Olsha Rogers phone payment (post-receivership); Calls w/ G-Force Security; Review security breach report from G-Force re: Mississauga alarm; Emails w. N. Hatley and W. Marrett re: on-site alarm alert	1.00	225.00	225.00
06/15/2026	Tali Pinsker Draft emails and review documents	8.00	130.00	1,040.00
06/16/2026	Carol O'Donnell Update deposit.	0.10	355.00	35.50
06/16/2026	Karen Kimel Call w/ Deloitte re SRED. Calls/emails w T. Weerasooriya. Emails re auction. Emails re transition items. Email benefit provider. Email NPC. Email investor. Email B. Kearns. Receiver Report.	2.50	700.00	1,750.00
06/16/2026	Ella Olsha	3.50	225.00	787.50

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 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
	Draft Second Report of the Receiver - Review Apple Express / Pacer litigation documents, patent renewals, etc.; Update transition tracker for sale process inc. terminated employee list; Call/emails w/ G-Force security re: broken glass			
06/16/2026	Tali Pinsker Creating the transition tracker and linking all documents	5.00	130.00	650.00
06/17/2026	Pascale Lareau Prepare Wire transfer	1.00	355.00	355.00
06/17/2026	Carol O'Donnell Respond to employee's email. Prepare wire transfers.	1.40	355.00	497.00
06/17/2026	Karen Kimel Emails re alarms, patents, lien, SRED. Call w/ T. Weerasooriya. Work w/ Richter team re court report. Emails re transition plan. Emails to M. Momsen. Email to B. Kearns. FDA letter and M McDonald call. Director issues re RVO. Review NOM. Review variance.	6.50	700.00	4,550.00
06/17/2026	Ella Olsha Draft Second Report of the Receiver - sections drafted: Purpose of the Report, Outcome of the SISP, Terms of Successful Bidder Transaction, Payments and Distribution from the Transaction, Relief Sought	5.50	225.00	1,237.50
06/17/2026	Tali Pinsker Drafting the court report	8.00	130.00	1,040.00
06/17/2026	Tural Feizoullaev Synaptive court report	8.00	130.00	1,040.00
06/18/2026	Carol O'Donnell Update wire transfers in Ascend.	0.90	355.00	319.50
06/18/2026	Andrew Adessky Payments	0.30	700.00	210.00
06/18/2026	Karen Kimel Call w/ EDC re SRED emails to Deloitte re same. Discuss transaction extension w/ Weerasooriya. Call with B. Kearns, BLG, McMillan re transition matters. Calls/emails w/ contractors, S Campbell. Call with A Adessky. Emails w/ M Momsen. Email insurance.	2.50	700.00	1,750.00
06/18/2026	Ella Olsha Emails w/ D. Anderson re: Atlassian login; Draft contractor agreement for M. Momsen; Update employee listing	0.75	225.00	168.75
06/18/2026	Tali Pinsker Meeting notes and Transition tracker updates	4.00	130.00	520.00

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
06/19/2026	Carol O'Donnell Verify wire transfer and respond to S. Sykes. Respond to employee's email regarding WEPP.	0.20	355.00	71.00
06/19/2026	Karen Kimel Call with Deloitte re tax returns. Call with G. Phoenix. Call with S. Campbell. Call with bidder. Call with McMillan. Call with M. Momsen. Call re billing consumables. Payments. Insurance. Emails re lien. Review NOM. Email to B Kearns.	2.00	700.00	1,400.00
06/19/2026	Brett Miller Sale Process	0.50	700.00	350.00
06/19/2026	Tali Pinsker Transition Tracker updating documents and notes from the meeting	8.00	130.00	1,040.00
06/20/2026	Karen Kimel Email to B. Kearns re former employees.	0.50	700.00	350.00
06/21/2026	Karen Kimel Email re Heritage lien. Email re July cost estimate.	0.20	700.00	140.00
06/22/2026	Carol O'Donnell Update GL's reconcile with bank, prepare GL's and email. verify GForce payments. Prepare document to open new bank account. Verify wire transfer for Bricks Damiani and respond to H. Bricks. Verify bank for incoming wire and update GL.	1.40	355.00	497.00
06/22/2026	Karen Kimel Call with D. Anderson. Emails re Heritage lien. Emails re IT costs. Emails with contractors. Payments. Creditor emails. Emails to Richter team. Invoicing consumables.	1.50	700.00	1,050.00
06/22/2026	Matthew Morgan Data room management, uploads	0.25	315.00	78.75
06/22/2026	Ella Olsha G-Force Security invoice analysis; Calls w/ G-Force re: emergency contact; Review Atlassian invoices; Confirm Fieldpoint payments	2.25	225.00	506.25
06/22/2026	Tali Pinsker Transition tracker updating and linking important files	3.00	130.00	390.00
06/22/2026	Tural Feizoullaev Updated variance model and created IT product list and mini annual cash flow	2.50	130.00	325.00
06/23/2026	Carol O'Donnell	0.20	355.00	71.00

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
06/23/2026	Prepare documents to open US bank account. Karen Kimel Call with B. Kearns. Call with S. Campbell. Emails with contractors. Coordinate Globus visit. Review payments. Emails re IT and patents. NPC magnet. Emails to McMillan re residualco/director. Insurance. IT matters.	2.00	700.00	1,400.00
06/23/2026	Ella Olsha Calls w/ LondonHydro re: post-receivership invoices; Call Atlassian re: monthly subscription/payment plan; Prepare for site visit w/ Globus Medical	2.00	225.00	450.00
06/23/2026	Tali Pinsker Emailing K. D'Arcey and S. Campbell and getting more information for the data room	2.50	130.00	325.00
06/24/2026	Karen Kimel Calls/emails w/ McMillan, NZ re NPC magnet. Calls w/ McMillan re director, insurance etc. Prepare receiver report. Calls w/ K. D'Arcey, N. Hatley. Emails re lien, investor, creditors, contractor, Pacer, Insurance. Discuss s.80 ITA. Emails w/Globus.	5.50	700.00	3,850.00
06/24/2026	Ella Olsha Site-visit w/ Globus Medical - Mississauga facility, discussions re: business integration, location, management, Pacer lien etc.; Coordinate call w/ D. Anderson re: IT; Call G-Force re: security alarm; Contact Atlassian support; Call IQNOX (creditor)	6.00	225.00	1,350.00
06/25/2026	Carol O'Donnell Prepare wire transfers and update.	1.50	355.00	532.50
06/25/2026	Andrew Adessky Payments	0.20	700.00	140.00
06/25/2026	Karen Kimel Call with T. Lettos. Call with M Momsen. Call with D. White. Call with Province of BC. Emails with contractors. Email re NPC. Emails with Globus. Email interested party. CAFO release. Review payments. Data. FDA response.	2.00	700.00	1,400.00
06/25/2026	Ella Olsha Mississauga site-walk with the Successful Bidder; Meeting w/ D. Anderson re: IT products and network drives; Review notes from meetings w/ Globus; Build attendance list for Globus site-walk	5.00	225.00	1,125.00
06/26/2026	Carol O'Donnell	1.10	355.00	390.50

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
	Transfer funds from US to CDN account, update. Prepare wire transfers. Prepare stop payment for Niwri Media and issue cheque.			
06/26/2026	Andrew Adessky Payment approval	0.10	700.00	70.00
06/26/2026	Karen Kimel Call with M. Momsen and B. Kearns. Call with B. Kearns. Emails re data room info. Invoicing of consumables. CAFO payment. Email insurance broker. Review payments. Draft second report and email re same. Call with McMillan.	3.25	700.00	2,275.00
06/26/2026	Ella Olsha Call G-Force security re: alarms; Call w/ D. Anderson re: IT requests from Successful Bidder; Share org chart to finalize meeting notes; Review asset list on VDR; Upload/share IT documents to Richter Sync; Email Successful Bidder re Bitbucket source codes	3.75	225.00	843.75
06/26/2026	Tali Pinsker Cleaning up and writing the transition notes from the Globus and Synaptive meeting	5.00	130.00	650.00
06/26/2026	Tural Feizoullaev Cross Referenced IT product list and made a new copy uncorrupt/sent fedex invoice to Carol for payment	1.50	130.00	195.00
06/27/2026	Karen Kimel Emails re Heritage lien. Emails to D. White and M. Momsen. Emails re IT costs. Emails with D Anderson. Email K. D'Arcey.	0.10	700.00	70.00
06/28/2026	Karen Kimel Emails re dd requests. Emails to D. Anderson. Emails re MRI service support. Emails re Heritage lien. Emails re FDA response.	0.75	700.00	525.00
06/29/2026	Carol O'Donnell Follow up with RBC for balances of bank accounts. Prepare reallocations, Prepare GL's, balance GL's to bank account.	1.10	355.00	390.50
06/29/2026	Karen Kimel Call w/ E Olsha & IQNOX. Call w/ BLG re sub agreement and tax losses. Tax loss calcs. Calls with T. Weerasooriya. MRI contractor. Review updated R&D. Storage costs. Emails re IT issues. Payments. Emails re losses. Emails to Globus. DD.	2.50	700.00	1,750.00
06/29/2026	Matthew Morgan Data room management, uploading documents	0.50	315.00	157.50

Invoice No.: 20413265
 Date: 07/13/2026

Date	Name and Description	Hours	Rate	Amount
06/29/2026	Ella Olsha Call w/ IQNOX re: receivership and add company to IT list; Confirm contact info for E. Cortes; Summarize Atlassian correspondence log; Confirm G-Force security wire; Call VadaTech re: Fedex chargebacks; Gain access to data room for document comparison	3.00	225.00	675.00
06/29/2026	Tali Pinsker Contacted people for information needed for the transition (VadaTech, Tokyo Freight, etc)	2.00	130.00	260.00
06/29/2026	Tural Feizoullaev Updated variance/R&D and court report	2.50	130.00	325.00
06/29/2026	Tural Feizoullaev Installed base data room documents reviewed	1.00	130.00	130.00
06/30/2026	Pascale Lareau Working on HST reconciliation May 2026	0.40	355.00	142.00
06/30/2026	Carol O'Donnell Prepare wire transfers. Post document to website.	2.60	355.00	923.00
06/30/2026	Andrew Adessky Process IT service invoice;	0.10	700.00	70.00
06/30/2026	Karen Kimel Call w/ G. Phoenix. Calls/emails w/ BLG, McMillan. Call re Globus costs. Call w/ S. Campbell. DD. Emails w/ N. Hatley. Interco balances. f/u re tax returns. IT updates. Emails to creditors, customer. Review second report. Sign sub agreement.	3.25	700.00	2,275.00
06/30/2026	Brett Miller Sale Process	0.50	700.00	350.00
06/30/2026	Ella Olsha Review T. Vuong invoice 2604 + request missing docs; Calls w/ E. Cortes/draft contractor agreement; Emails w/ D. Anderson re: Bitbucket software; Emails w/ Tokyo Freight and Rogers re: receivership and SOA; Emails w/ Atlassian re: subscription	5.00	225.00	1,125.00
06/30/2026	Tali Pinsker Contacted people for information requested by the buyers (pricing model and Tokyo Freight)	4.00	130.00	520.00
06/30/2026	Tural Feizoullaev Data room clean up for installed base product list	0.50	130.00	65.00
Fees Total		309.65		\$ 115,378.00

Invoice No.: 20413265
Date: 07/13/2026

Date 2262	Name and Description Name and Description	Hours Hours	Rate Rate	Amount Amount
Date	Name and Description	Hours	Rate	Amount
06/02/2026	Kilometers Drive to London Lab			\$ 241.80
06/02/2026	Kilometers Drive to Mississauga Office			28.47
06/02/2026	Meals Lunch - Management Presentations for SISP			157.57
06/17/2026	Meals Food for T. Pinsker, T. Feizoullaev, and E. Olsha			28.36
Disbursements Total				\$ 456.20

Invoice No.: 20413265
Date: 07/13/2026

Remittance Form

Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Invoice Summary

Sub-Total	\$ 115,834.20
GST/HST #885435842 RT0001	15,058.45
Total Due	CAD \$ 130,892.65

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5400962 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800



Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Date: 8/12/2026
Invoice No.: 20413379
Engagement No.: 2024435
Payment Terms: Due on Receipt

RE: Receivership

Professional services rendered to August 5, 2026 \$ 23,918.25

Disbursements 58.41

Sub-Total	23,976.66
GST/HST #885435842 RT0001	3,116.97
Total Due	CAD \$ 27,093.63

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20413379
Date: 8/12/2026

Fees			
Name	Hours	Rate	Amount
Andrew Adessky	1.30	\$ 700.00	\$ 910.00
Brett Miller	2.00	700.00	1,400.00
Carol O'Donnell	7.60	355.00	2,698.00
Ella Olsha	8.25	225.00	1,856.25
Karen Kimel	19.00	700.00	13,300.00
Matthew Morgan	0.50	315.00	157.50
Pascale Lareau	1.80	355.00	639.00
Tali Pinsker	4.50	130.00	585.00
Tural Feizoullaev	18.25	130.00	2,372.50
	63.20		\$ 23,918.25
Disbursements			
Kilometers			\$ 28.47
Meals			29.94
			\$ 58.41

Invoice No.: 20413379
 Date: 8/12/2026

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
6/29/2026	Brett Miller Sale Process	1.00	\$ 700.00	\$ 700.00
6/30/2026	Brett Miller Sale Process	1.00	700.00	700.00
6/30/2026	Matthew Morgan Data room management, uploading documents, internal correspondence	0.50	315.00	157.50
7/1/2026	Karen Kimel Various emails re legal matters. Pacer lien docs.	0.25	700.00	175.00
7/2/2026	Pascale Lareau Prepare cheques and wires transfer	0.70	355.00	248.50
7/2/2026	Andrew Adessky Approve payments	0.20	700.00	140.00
7/2/2026	Karen Kimel Email re borrowing cert.	0.10	700.00	70.00
7/2/2026	Ella Olsha Follow-up w/ Tokyo Freight re: bank details; Contact S. Shepard (Atlassian legal team); Send T. Vuong Invoice 2604 to payment team	1.75	225.00	393.75
7/2/2026	Tali Pinsker NOLs analysis review and revised	1.00	130.00	130.00
7/3/2026	Andrew Adessky Emails re Uniserve	0.20	700.00	140.00
7/3/2026	Karen Kimel T. Feizoullaev re negative claims process. Call with EDC re borrowing cert. Director agreement. Sign residualco docs. Review ARVO factum.	1.50	700.00	1,050.00
7/3/2026	Ella Olsha Emails to Atlassian re: subscription cancelation; Confirm London location alarm company	0.25	225.00	56.25
7/3/2026	Tural Feizoullaev Synaptive junior note distribution calculation	0.50	130.00	65.00
7/4/2026	Karen Kimel Call with W. Van Alphen re alarm. Emails with S. Campbell. Email Azure. Director follow up.	0.25	700.00	175.00
7/5/2026	Karen Kimel Update re alarm. Payments. Director questions.	0.10	700.00	70.00
7/6/2026	Carol O'Donnell Update wire transfers, Balance GL's with bank and prepare GL's. Prepare documents for website.	1.40	355.00	497.00

Invoice No.: 20413379
 Date: 8/12/2026

Date	Name and Description	Hours	Rate	Amount
7/6/2026	Karen Kimel Director contract.	0.25	700.00	175.00
7/7/2026	Karen Kimel Revise claim template.	0.50	700.00	350.00
7/7/2026	Tural Feizoullaev Mail/Emailing/Paying	2.00	130.00	260.00
7/8/2026	Karen Kimel Calls w/ T. Weerasooriya. Call w/ McMillan, BLG. Court re ARVO, claims process. F/up call w/ McMillan and BLG. Director costs. VDR posts. Review/approve payments. Emails re consumables, taxes, 3rd party property, Fire inspection, MRI, FDA.	3.75	700.00	2,625.00
7/8/2026	Ella Olsha Call w/ P. Abramski re: 2025 PIER file	0.50	225.00	112.50
7/9/2026	Andrew Adessky Approve payments	0.20	700.00	140.00
7/9/2026	Karen Kimel Call with T. Weerasooriya. Calls w/ McMillan/BLG. Attend court. Call re insurance. Calls/emails with hospital et al re MRI. Emails re claims letter and review same. Email re US Co. Payments. Junior note letters. IT. Fire inspection	3.00	700.00	2,100.00
7/9/2026	Ella Olsha Request authorization to CRA RP001	0.50	225.00	112.50
7/9/2026	Tural Feizoullaev Junior note letters	1.50	130.00	195.00
7/10/2026	Carol O'Donnell Post Orders to website and file with the OSB.	0.40	355.00	142.00
7/10/2026	Karen Kimel Calls re junior note claim letter.	0.50	700.00	350.00
7/10/2026	Tural Feizoullaev Junior note letter and calls/emails with junior note holders	3.00	130.00	390.00
7/12/2026	Karen Kimel Emails to M. Momsen. Review payments. Email Hackensack.	0.25	700.00	175.00
7/13/2026	Pascale Lareau Prepare HST reconciliation June 2026	0.40	355.00	142.00
7/13/2026	Carol O'Donnell Update wire transfers. Update transfer from Globus. Prepare reallocation in GL. Prepare GL's and email.	2.50	355.00	887.50
7/13/2026	Karen Kimel Emails re junior note holders. Review HST. Website updates. Emails re WEPP.	0.50	700.00	350.00

Invoice No.: 20413379
 Date: 8/12/2026

Date	Name and Description	Hours	Rate	Amount
7/13/2026	Tural Feizoullaev Sent email to all junior note holders. Call with 2 junior note holders	1.00	130.00	130.00
7/14/2026	Karen Kimel Call with McMillan re lien and WEPP. Deposit return. Email re breach.	0.70	700.00	490.00
7/14/2026	Ella Olsha Email Dartmouth re: clinical support breach of contract	0.75	225.00	168.75
7/15/2026	Andrew Adessky Payment	0.10	700.00	70.00
7/16/2026	Carol O'Donnell Prepare schedule of bank balances and payments to be issued. Email with RBC to obtain bank statements. Verify Enbridge Invoices	0.50	355.00	177.50
7/16/2026	Karen Kimel Call with former employee. Cash analysis with T. Pinsker. Email supplier. Emails re lien. Email D. White.	0.75	700.00	525.00
7/16/2026	Tural Feizoullaev RMA Invoice Schedule	0.50	130.00	65.00
7/17/2026	Carol O'Donnell Update wire transfers.	0.20	355.00	71.00
7/17/2026	Karen Kimel Emails re Heritage lien, W2s, T4s. Review GL accounts. Discussions with T Pinsker re same.	0.75	700.00	525.00
7/17/2026	Tural Feizoullaev Call with Fedex for Invoices	0.75	130.00	97.50
7/20/2026	Carol O'Donnell Update wire transfers, reconcile bank, prepare GL's. Prepare cheque. Respond to Email from creditor	0.80	355.00	284.00
7/20/2026	Karen Kimel Email re lien. Email employee re WEPP.	0.20	700.00	140.00
7/21/2026	Karen Kimel Email to creditor.	0.10	700.00	70.00
7/21/2026	Ella Olsha Emails w/ M. Momsen & N. Hatley re: CRA PIER letter	0.50	225.00	112.50
7/21/2026	Tural Feizoullaev Variance analysis	0.50	130.00	65.00
7/22/2026	Karen Kimel Call re WEPP w/McMillan. Email employee re WEPP. Email investor re junior note claim.	0.25	700.00	175.00
7/22/2026	Tural Feizoullaev	2.50	130.00	325.00

Invoice No.: 20413379
 Date: 8/12/2026

Date	Name and Description	Hours	Rate	Amount
	Call with Nicole; Cash flow model modification			
7/23/2026	Carol O'Donnell Review of employees' email addresses.	0.20	355.00	71.00
7/23/2026	Andrew Adessky Payments	0.20	700.00	140.00
7/23/2026	Karen Kimel Email to former employee, creditor to junior investor. Emails re D White re same. Review letters to former employees and calls re same.	0.75	700.00	525.00
7/23/2026	Tural Feizoullaev WEPPA email clarification	1.00	130.00	130.00
7/24/2026	Carol O'Donnell Prepare labels for WEPP mailing. Prepare mailing.	0.30	355.00	106.50
7/24/2026	Karen Kimel Emails re benefits, WEPP.	0.25	700.00	175.00
7/26/2026	Karen Kimel Email creditor.	0.10	700.00	70.00
7/27/2026	Carol O'Donnell Verify bank for bank balances, prepare GL's.	0.30	355.00	106.50
7/27/2026	Karen Kimel Email landlord re lien. Employee returns. Review director agreement. Emails re UWO.	0.75	700.00	525.00
7/28/2026	Tali Pinsker Drafting termination emails for contractors retained during the Synaptive receivership.	1.50	130.00	195.00
7/29/2026	Carol O'Donnell Prepare cheque.	0.10	355.00	35.50
7/29/2026	Karen Kimel Email C Piron re pickup. Emails with McMillan and landlord re lien.	0.40	700.00	280.00
7/29/2026	Tural Feizoullaev Apple Express Invoices	1.00	130.00	130.00
7/30/2026	Andrew Adessky Payments	0.20	700.00	140.00
7/30/2026	Karen Kimel Email C Piron re pickup. Emails re other employee pick ups. T Feizoullaev call re BSI invoices. Emails re NPC magnet. Review/sign closing docs	0.75	700.00	525.00
7/30/2026	Ella Olsha Request invoices for CRA filing; Call w/ CRA	1.00	225.00	225.00
7/30/2026	Tali Pinsker	2.00	130.00	260.00

Invoice No.: 20413379
 Date: 8/12/2026

Date	Name and Description	Hours	Rate	Amount
	Organizing and coordinating list of old employees personal items they wanted to pick up (with proof and receipts)			
7/30/2026	Tural Feizoullaev Apple Express and BSI Invoices	1.50	130.00	195.00
7/31/2026	Pascale Lareau Prepare the documents for the HST CRA audit	0.70	355.00	248.50
7/31/2026	Andrew Adessky Payments	0.10	700.00	70.00
7/31/2026	Karen Kimel Call w/T. Macready re NPC magnet. Call w/E. Olsha re third party property matters. Emails re pick ups. Emails re HST audit. Creditor emails. Contractor email updates re cessation of work. Email UWO. Email investor.	1.75	700.00	1,225.00
7/31/2026	Ella Olsha Schedule on-site meet w/ ex employees; Update site-visit tracker; Respond to unsecured creditors; Call Dancor re: GST number	2.50	225.00	562.50
7/31/2026	Tural Feizoullaev Send Discontinuation of Services letter; Mississauga site to meet with Cameron	2.50	130.00	325.00
8/1/2026	Karen Kimel Email re WEPP.	0.10	700.00	70.00
8/3/2026	Carol O'Donnell Post wire transfers. Verify bank and prepare GL's and email.	0.50	355.00	177.50
8/4/2026	Karen Kimel Email re borrowing charge. Emails re closing funds. Return of leased equipment.	0.35	700.00	245.00
8/5/2026	Carol O'Donnell Prepare wire transfers. Update deposit.	0.40	355.00	142.00
8/5/2026	Andrew Adessky Payment	0.10	700.00	70.00
8/5/2026	Karen Kimel Payout re borrowing charge, email G. Phoenix and S. Campbell..	0.10	700.00	70.00
8/5/2026	Ella Olsha Coordinate personal item pick-up w/ C. Piron	0.50	225.00	112.50
Fees Total		63.20		\$ 23,918.25

Date	Name and Description	Hours	Rate	Amount
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Invoice No.: 20413379
Date: 8/12/2026

Date	Name and Description	Hours	Rate	Amount
6/24/2026	Kilometers 6/24/2026: Drive to Synaptive Medical office			\$ 28.47
6/15/2026	Meals 6/15/2026: Lunch			29.94
Disbursements Total				\$ 58.41

Invoice No.: 20413379
Date: 8/12/2026

Remittance Form

Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Invoice Summary

Sub-Total	\$ 23,976.66
GST/HST #885435842 RT0001	3,116.97
Total Due	CAD \$ 27,093.63

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5400962 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800



Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Date: 10/2/2026
Invoice No.: 20413550
Engagement No.: 2024435
Payment Terms: Due on Receipt

RE: Receivership

Professional services rendered to September 28, 2026 \$ 22,579.50

Disbursements 71.39

Sub-Total	22,650.89
GST/HST #885435842 RT0001	2,944.62
Total Due	CAD \$ 25,595.51

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20413550
Date: 10/2/2026

Fees			
Name	Hours	Rate	Amount
Andrew Adessky	0.80	\$ 700.00	\$ 560.00
Carol O'Donnell	14.30	355.00	5,076.50
Ella Olsha	33.00	225.00	7,425.00
Ian Xiao	3.00	130.00	390.00
Karen Kimel	11.80	700.00	8,260.00
Pascale Lareau	2.10	355.00	745.50
Peter Rosenfeld	1.50	60.00	90.00
Tali Pinsker	0.25	130.00	32.50
	66.75		\$ 22,579.50
Disbursements			
Postage/Courier			\$ 71.39
			\$ 71.39

Invoice No.: 20413550
 Date: 10/2/2026

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
8/4/2026	Carol O'Donnell Update transfer of funds from US general trust to CDN. Verify bank record proceeds for sale, post deposit. Prepare wire transfers for rents and Loopstra, review wires with Shawn Travitsky. Post wires.	2.40	\$ 355.00	\$ 852.00
8/6/2026	Andrew Adessky Payments	0.20	700.00	140.00
8/6/2026	Karen Kimel Email re UWO property. Emails re T4s.	0.25	700.00	175.00
8/6/2026	Ella Olsha Confirm SOL amount for Dancor pre-receivership and HST number for CRA filing	0.50	225.00	112.50
8/7/2026	Karen Kimel Call with Dayforce.	0.50	700.00	350.00
8/10/2026	Carol O'Donnell Post wire transfers and interest. Post transfer from Globus. Prepare GL's and email.	0.80	355.00	284.00
8/10/2026	Karen Kimel Emails E Olsha re return of 3rd party property. Email investor. Email UWO.	0.40	700.00	280.00
8/10/2026	Ella Olsha Coordinate laptop drop-off w/ ex employee	0.50	225.00	112.50
8/11/2026	Carol O'Donnell Prepare wire transfer and post.	0.30	355.00	106.50
8/11/2026	Karen Kimel Email EDC re borrowing charge calc. 3rd party property. Payments. Emails re Dayforce. Emails re WEPP.	0.35	700.00	245.00
8/12/2026	Carol O'Donnell Post order to WEPP to website and file with the OSB. Review bank balances and wire requests, send K. Kimel an email regarding transfer of funds.	0.40	355.00	142.00
8/12/2026	Karen Kimel Emails with McMillan. Emails re property return. Emails re Dayforce. Payments. WSIB.	0.35	700.00	245.00
8/12/2026	Ella Olsha Review CINTAS property in Mississauga, coordinate pick-up time, update entry log; Coordinate and meet w/ ex-employee for laptop return	1.50	225.00	337.50
8/12/2026	Tali Pinsker Coordinated computer return with Chad	0.25	130.00	32.50
8/13/2026	Carol O'Donnell	1.90	355.00	674.50

Invoice No.: 20413550
 Date: 10/2/2026

Date	Name and Description	Hours	Rate	Amount
	Prepare transfer of funds, post. Prepare wire transfers. Prepare cheques. Prepare bank reconciliation.			
8/13/2026	Karen Kimel Emails re Dayforce. Calc and email re return of funds. Emails re WEPP. Draft employee WEPP email.	0.50	700.00	350.00
8/13/2026	Ella Olsha Coordinate laptop return w/ C. Harris; Confirm payment to Dancor (inc. processing fee) for London location; Contact hospitals for service refunds - call various departments to review contracts and send transfer details	3.00	225.00	675.00
8/14/2026	Carol O'Donnell Update date of wire transfers. Post wire transfers. Prepare deposit of transfer of funds.	0.90	355.00	319.50
8/14/2026	Andrew Adessky wire approvals	0.20	700.00	140.00
8/14/2026	Karen Kimel Email employee. Emails with BSI. Emails re UWO.	0.25	700.00	175.00
8/15/2026	Karen Kimel Email employee.	0.05	700.00	35.00
8/17/2026	Carol O'Donnell Update wire transfers and post. Reconcile bank and prepare GL's. E-mail banking information to RBC.	1.40	355.00	497.00
8/17/2026	Karen Kimel Email re bank accounts.	0.10	700.00	70.00
8/18/2026	Carol O'Donnell Transfer balance of retainer to Synaptive Receiver acct and post. Misc. administration.	0.80	355.00	284.00
8/18/2026	Karen Kimel Payments. Email BSI.	0.15	700.00	105.00
8/18/2026	Ella Olsha Apple Express invoice analysis; Update variance analysis w/ bank transactions to August 14, 2026; Follow-up on refund to previous customers	2.25	225.00	506.25
8/19/2026	Karen Kimel Call with BSI. Emails re UWO.	0.50	700.00	350.00
8/20/2026	Carol O'Donnell Prepare wire transfers.	0.90	355.00	319.50
8/20/2026	Ella Olsha Emails w/ A. Carolina re: GoTo service	0.50	225.00	112.50
8/21/2026	Carol O'Donnell Review of documents required for HST Audit	0.20	355.00	71.00

Invoice No.: 20413550
 Date: 10/2/2026

Date	Name and Description	Hours	Rate	Amount
8/21/2026	Karen Kimel Emails re Dayforce.	0.25	700.00	175.00
8/24/2026	Andrew Adessky Payments	0.10	700.00	70.00
8/24/2026	Karen Kimel Call with CRA re director audit. Email Globus re Sep rent and review of same. Email junior stakeholder.	0.30	700.00	210.00
8/24/2026	Ella Olsha Follow-up on CAS Northwell refund; Call w/ S. Hanna from CRA re: previous director CPP EI	0.25	225.00	56.25
8/25/2026	Pascale Lareau GST HST reconciliation July 2026	0.60	355.00	213.00
8/25/2026	Carol O'Donnell Follow up with Ella regarding HST audit.	0.20	355.00	71.00
8/25/2026	Karen Kimel Email re sublease	0.10	700.00	70.00
8/26/2026	Carol O'Donnell Prepare documents for CRA Audit	0.40	355.00	142.00
8/27/2026	Carol O'Donnell Prepare wire transfer. Review documents with Ella in reference to HST audit	0.50	355.00	177.50
8/27/2026	Andrew Adessky Payments	0.10	700.00	70.00
8/27/2026	Ella Olsha Draft CRA response re: 81434 8280 RT1 and RT2; Review, compile, and summarize supporting document; Create 8 supporting schedules linked to letter; Request inventory and asset listing from N. Hatelly; Review receiver disbursements for ITC; PDF key invoices	3.50	225.00	787.50
8/28/2026	Karen Kimel Review variance analysis and various emails re same.	0.25	700.00	175.00
8/30/2026	Ella Olsha Respond to K. Kimel comments for CRA letter re: GST/HST filing; Make changes to Schedule 2; Compare Creditor's List to AP file sent by N. Hatelly inc. FX differences	2.00	225.00	450.00
8/31/2026	Pascale Lareau Sent documents by fax for Audit to CRA	0.70	355.00	248.50
8/31/2026	Carol O'Donnell Deposit transfer from Globus for sublease admin fees. Transfer funds to Globus for London Hydro. Update wire transfers. Prepare GL's and email.	0.60	355.00	213.00

Invoice No.: 20413550
 Date: 10/2/2026

Date	Name and Description	Hours	Rate	Amount
8/31/2026	Peter Rosenfeld sending 3 Faxes	1.50	60.00	90.00
8/31/2026	Karen Kimel Call/emails with E Olsha re CRA letter and variance analysis. Payment.	0.75	700.00	525.00
8/31/2026	Ella Olsha Finalize letter to CRA re: HST/GST; Link 10+ schedules; Re-format Schedule 2; Split Creditor List and Vendor AP (Schedule 5); Consolidate consumables listing + email N. Hatelly and M. Valbuena; Add sublease admin lines to variance analysis	4.25	225.00	956.25
9/1/2026	Carol O'Donnell Verify bank for incoming wire transfers. Post deposits. Email and telephone call with RBC regarding the company bank accounts.	0.30	355.00	106.50
9/1/2026	Karen Kimel Email re insurance.	0.10	700.00	70.00
9/2/2026	Karen Kimel Emails re WEPP.	0.10	700.00	70.00
9/3/2026	Carol O'Donnell Update deposit. Respond to emails from employees regarding WEPP.	0.40	355.00	142.00
9/3/2026	Andrew Adessky payments	0.10	700.00	70.00
9/3/2026	Karen Kimel Emails re WEPP. Review cash availability and variance with E Olsha.	0.50	700.00	350.00
9/4/2026	Carol O'Donnell Deposit funds from Globus acct for sublease admin fees. Respond to emails from employee regarding WEPP.	0.30	355.00	106.50
9/5/2026	Karen Kimel Email to employees re WEPP and return of laptop.	0.20	700.00	140.00
9/8/2026	Karen Kimel Emails re receipt. Email to McMillan re WEPP. Email D White.	0.20	700.00	140.00
9/8/2026	Ella Olsha Confirm timing of service for cheque received from AR collection	0.25	225.00	56.25
9/9/2026	Pascale Lareau HST reconciliation August 2026	0.50	355.00	177.50
9/9/2026	Carol O'Donnell Post wires, reconcile GL with bank, prepare GL's	0.40	355.00	142.00
9/9/2026	Karen Kimel	0.75	700.00	525.00

Invoice No.: 20413550
 Date: 10/2/2026

Date	Name and Description	Hours	Rate	Amount
	Call with M McDonald re WEPP. Emails with Medi Urge. Emails with McMillan re WEPP. Review variance analysis and emails re same.			
9/9/2026	Ella Olsha Update bank transaction to week ended Sept. 4, 2026; Categorize each transaction; Refresh pivots; Code ending balances from bank statement PDF's into model	2.00	225.00	450.00
9/10/2026	Pascale Lareau Prepare HST declaration August 2026	0.30	355.00	106.50
9/10/2026	Carol O'Donnell Update deposit.	0.10	355.00	35.50
9/10/2026	Karen Kimel Call with McMillan re WEPP. Emails with various employees. Email Medi Urge. Variance report revisions with E Olsha. Email creditor. Payments.	1.10	700.00	770.00
9/10/2026	Ella Olsha Finalize variance analysis for period ended Sept 4, 2026; Formulate ending cash balance for each entity account (Globus US/CAD, Receiver disbursement/collection (EDC), BNS); Confirm rent payment and admin fee charges; Add daily FX rates	1.75	225.00	393.75
9/11/2026	Karen Kimel Email Medi Urge. Emails re WEPP. Email investor. Email McMillan re employee letter and review re same.	0.50	700.00	350.00
9/14/2026	Karen Kimel Call/email with employees re WEPP. Email response to Medi Urge. Email re redirection and Dayforce. Email creditor.	0.70	700.00	490.00
9/14/2026	Ella Olsha Calls w/ D. Bordessa re: T4 adjustment; Confirm mailing address and contact information for company director; Call FedEx regarding credit balance and request for refund; Review GL's for variance analysis and cash update	2.75	225.00	618.75
9/14/2026	Ian Xiao Reconciliation of GL's	3.00	130.00	390.00
9/15/2026	Carol O'Donnell Transfer interest from general trust acct to Synaptive.	0.20	355.00	71.00
9/15/2026	Karen Kimel Call with McMillan	0.25	700.00	175.00
9/15/2026	Karen Kimel WEPP update to employees. Emails with Koskie Minsky.	0.20	700.00	140.00

Invoice No.: 20413550
 Date: 10/2/2026

Date	Name and Description	Hours	Rate	Amount
9/15/2026	Ella Olsha Meeting w/ Northwell Health re: refund and Globus contact point; Follow-up email to A. Santiago and K. Fox to confirm banking details and refund amounts for each contract	1.00	225.00	225.00
9/16/2026	Karen Kimel Emails with Koskie Minsky.	0.20	700.00	140.00
9/17/2026	Andrew Adessky payments	0.10	700.00	70.00
9/17/2026	Karen Kimel Call with CRA re HST audit adjustment. Call with E Olsha re same.	0.50	700.00	350.00
9/21/2026	Carol O'Donnell Prepare GL's and email	0.60	355.00	213.00
9/22/2026	Karen Kimel Email re variance. Email re test samples.	0.10	700.00	70.00
9/22/2026	Ella Olsha Update variance analysis up to Sep 18, 2026; Review rent and professional fees; Refresh pivot tables; Compare ending balance to GL's	2.50	225.00	562.50
9/23/2026	Karen Kimel Email creditor.	0.10	700.00	70.00
9/23/2026	Ella Olsha Follow-up w/ A. Santiago re: Northwell Health CAS refund; Confirm cheque address and share info w/ C. O'Donnell for payment	0.50	225.00	112.50
9/24/2026	Carol O'Donnell Respond to email regarding WEPP.	0.10	355.00	35.50
9/24/2026	Karen Kimel Email employees. Review HST audit response.	0.50	700.00	350.00
9/25/2026	Karen Kimel Emails re forklift. Email re audit. Review/revise letter to CRA.	0.75	700.00	525.00
9/25/2026	Ella Olsha Draft response to CRA re: HST/GST breakdown per creditor; Create supplemental schedule for creditor list; Finalize letter and request sign-off from K. Kimel; Send to C. O'Donnell to upload to CRA secure link	4.00	225.00	900.00
9/28/2026	Carol O'Donnell Prepare cheque. Prepare GL's and email.	0.20	355.00	71.00
Fees Total		66.75		\$ 22,579.50

Invoice No.: 20413550
Date: 10/2/2026

Date	Name and Description	Hours	Rate	Amount
8/17/2026	Postage/Courier Fedex: 08/11/2026; Andrew Curtis & Ashley Tappin; Ref #792615127340			\$ 71.39
Disbursements Total				\$ 71.39

Invoice No.: 20413550
Date: 10/2/2026

Remittance Form

Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Invoice Summary

Sub-Total	\$ 22,650.89
GST/HST #885435842 RT0001	2,944.62
Total Due	CAD \$ 25,595.51

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5400962 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800



Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Date: 10/14/2026
Invoice No.: 20413607
Engagement No.: 2024435
Payment Terms: Due on Receipt

RE: Receivership

Professional services rendered to October 9, 2026 \$ 7,725.00

Disbursements 61.11

Sub-Total		7,786.11
GST/HST #885435842 RT0001		1,012.19
Total Due	CAD	\$ 8,798.30

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

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Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20413607
Date: 10/14/2026

Fees			
Name	Hours	Rate	Amount
Andrew Adessky	0.10	\$ 700.00	\$ 70.00
Carol O'Donnell	1.00	355.00	355.00
Ella Olsha	16.00	225.00	3,600.00
Ian Xiao	6.10	130.00	793.00
Karen Kimel	3.95	700.00	2,765.00
Pascale Lareau	0.40	355.00	142.00
	27.55		\$ 7,725.00
Disbursements			
Postage/Courier			\$ 61.11
			\$ 61.11

Invoice No.: 20413607
 Date: 10/14/2026

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
9/27/2026	Karen Kimel Emails re release for DLL lease.	0.25	\$ 700.00	\$ 175.00
9/28/2026	Karen Kimel Emails re DLL release.	0.10	700.00	70.00
9/29/2026	Carol O'Donnell Email copy of WEPP documents to Maruicio Valbuena	0.10	355.00	35.50
9/29/2026	Karen Kimel Call/email with employee. Review emails. Review/revisions to variance report. Review/sign utility letters for London. Email shareholder.	0.70	700.00	490.00
9/29/2026	Ella Olsha Calls w/ I. Xiao re: Third Report of the Receiver; Drafting Third Report of the Receiver (add UWO section, transition activities, NPC magnet update; WEPPA claim denial; relief sought etc.)	4.00	225.00	900.00
9/29/2026	Ian Xiao Preparation of Third Report of Receiver	4.00	130.00	520.00
9/30/2026	Karen Kimel Email McMillan re fee affidavits. Payments.	0.15	700.00	105.00
9/30/2026	Ella Olsha Third Report of the Monitor drafting	2.25	225.00	506.25
10/1/2026	Carol O'Donnell Prepare GL's and email. Email to RABC to obtain bank statements.	0.40	355.00	142.00
10/1/2026	Andrew Adessky Payments	0.10	700.00	70.00
10/1/2026	Karen Kimel Call with McMillan re Notice of Additional Retained Contracts and other matters. Payments. Revisions to variance report. Discussion with E Olsha re notice of additional contracts. Draft notice	2.00	700.00	1,400.00
10/1/2026	Ella Olsha Follow-up w/ Providence Health re: refund for services post-bankruptcy; Call w/ D. White re: contact information for Additional Retained Contracts; Draft letter for Additional Retained Contracts	3.00	225.00	675.00
10/2/2026	Karen Kimel Emails/revisions/calls re Notice of Additional Retained Contracts. Email shareholder. Emails re Pacer.	0.75	700.00	525.00
10/2/2026	Ella Olsha	4.00	225.00	900.00

Invoice No.: 20413607
 Date: 10/14/2026

Date	Name and Description	Hours	Rate	Amount
	Drafting Receiver's Report; Finalize and request signatures from D. White for additional retained contracts; Mail contracts through registered mail (including international addresses); Draft email to send with signed docs; Respond to unsecured creditors.			
10/2/2026	Ian Xiao Kaiwen Zhang letter	0.10	130.00	13.00
10/5/2026	Carol O'Donnell Prepare cheque. Verify bank, prepare GL's and email.	0.40	355.00	142.00
10/5/2026	Ian Xiao Variance Analysis	2.00	130.00	260.00
10/6/2026	Ella Olsha Complete variance analysis for Synaptive for week ended Oct 2, 2026.	1.00	225.00	225.00
10/7/2026	Ella Olsha PDF and pro-rate utilities invoices; Request wire transfer set-up from C. O'Donnell; Emails w/ GoTo re: account cancellation; Confirm bank account closure.	1.25	225.00	281.25
10/8/2026	Carol O'Donnell Prepare cheque	0.10	355.00	35.50
10/8/2026	Ella Olsha Follow-up email to D. Cramer from Providence Health re: refund; Emails w/ C. Guzman re: contract refund.	0.50	225.00	112.50
10/9/2026	Pascale Lareau Working on GST HST reconciliation Sept.2026	0.40	355.00	142.00
Fees Total		27.55		\$ 7,725.00
Date	Name and Description	Hours	Rate	Amount
9/1/2026	Postage/Courier Fedex: 08/31/2026, Richter & Ms Aylene Rosaldo; Ref #500301966810			\$ 61.11
Disbursements Total				\$ 61.11

Invoice No.: 20413607
Date: 10/14/2026

Remittance Form

Synaptive Medical Inc.
555 Richmond Street West, Suite 800
Toronto, ON M5V 3B1

Invoice Summary

Sub-Total	\$ 7,786.11
GST/HST #885435842 RT0001	1,012.19
Total Due	CAD \$ 8,798.30

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5400962 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

IN THE MATTER OF THE RECEIVERSHIP OF 1001665935 ONTARIO INC.
of the City of Toronto, in the Province of Ontario

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

AFFIDAVIT OF KAREN
KIMEL (SWORN OCTOBER 14,
2026)

McMillan LLP

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

Tushara Weerasooriya (LSO#: 51186K)

Tushara.Weerasooriya@mcmillan.ca

Tel: 416.865.7890

Stephen Brown-Okruhlik (LSO#: 66576P)

Stephen.Brown-Okruhlik@mcmillan.ca

Tel: 416.865.7043

Jasmine Landau (LSO#: 74316K)

Jasmine.Landau@mcmillan.ca

Tel: 416.865.7281

Lawyers for Richter Inc.,
in its capacity as Court-appointed Receiver of
1001665935 Ontario Inc.

APPENDIX “D”

Affidavit of Tushara Weerasooriya, sworn October 15, 2026

Court File No. CL-26-00000173-0000

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

IN THE MATTER OF THE RECEIVERSHIP OF

1001665935 ONTARIO INC.

of the City of Toronto, in the Province of Ontario

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

**AFFIDAVIT OF TUSHARA WEERASOORIYA
(Sworn October 15, 2026)**

I, **TUSHARA WEERASOORIYA**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

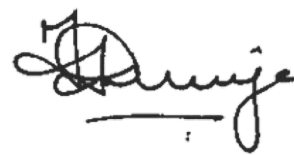
1. I am a lawyer qualified to practice law in the Province of Ontario and a partner with McMillan LLP (“**McMillan**”), lawyers for Richter Inc., in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1001665935 Ontario Inc., and its previous capacity as Court-appointed receiver and manager of Synaptive Medical Inc. (in such capacities, the “**Receiver**”). As such, I have knowledge of the matters hereinafter deposed to.
2. This affidavit is made in support of a motion (the “**Motion**”) for, among other things, the approval of the fees and disbursements of the Receiver’s counsel from April 22, 2026 to September 30, 2026 (the “**Fee Period**”).
3. The total amount claimed by McMillan for the Fee Period is \$505,090.03 (inclusive of taxes), which includes fees of \$445,468.45 and disbursements of \$1,669.65.

4. Attached and marked as **Exhibit “A”** to this Affidavit is (i) a schedule summarizing all invoices rendered by McMillan during the Fee Period, including the fees and disbursements, and total fees charged in each invoice (the “**Accounts**”), and (ii) a chart summarizing the respective years of call, hours billed and billing rates of each lawyer at McMillan who acted for the Receiver during the Fee Period.
5. True copies of McMillan’s Accounts for the Fee Period are attached hereto as **Exhibit “B”**. The Accounts and summary charts disclose in detail the name of each person who rendered services, the dates on which the services were rendered, the time spent each day, the rate charged and the total charges for fees, disbursements and taxes.
6. In addition, the Receiver and its counsel will incur some additional fees and disbursements, after the Fee Period, including in connection with some ancillary matters that must be completed with respect to this proceeding. McMillan’s current expectation is that McMillan’s subsequent fees and disbursements will not exceed \$40,000 in the aggregate, excluding applicable taxes (the “**Estimated Remaining Fees**”).
7. The hourly billing rates charged in the Accounts and the Estimated Remaining Fees are comparable to the hourly rates charged by McMillan for services rendered in similar proceedings.
8. To the best of my knowledge and given the nature of these proceedings, I believe that the hours and rates in the attached Accounts and the Estimated Remaining Fees are reasonable and comparable to other firms in the applicable centres for work of this nature.

SWORN BEFORE ME over video conference this 15th)
 day of October, 2026, in accordance with O. Reg.)
 431/20, Administering Oath or Declaration Remotely.)
 The affiant was located in the City of Toronto, in the)
 Province of Ontario and the commissioner was located)
 in the City of Toronto, in the Province of Ontario.)



A commissioner for taking affidavits
 Spencer Atin (LSO# 92656R)



Tushara Weerasooriya

This is Exhibit "A" referred to in the
Affidavit of **Tushara Weerasooriya**
sworn before me on October 15, 2026

A handwritten signature in blue ink, appearing to be 'SA' with a long diagonal stroke extending upwards and to the right.

A Commissioner for taking Affidavits (or as may be)
Spencer Atin (LSO# 92656R)

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

IN THE MATTER OF THE RECEIVERSHIP OF

1001665935 ONTARIO INC.

of the City of Toronto, in the Province of Ontario

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

**Summary of McMillan LLP Fees and Disbursements as
Counsel for Richter Inc., in its capacity as Court-appointed Receiver of 1001665935
Ontario Inc.**

Invoice	Period	Fees	Disbursements	Taxes	Sub-Total
1400392	Ending May 6, 2026	\$86,912.75	\$151.10	\$11,315.18	\$98,379.03
1402039	Ending May 31, 2026	\$81,538.00	\$0.00	\$10,599.94	\$92,137.94
1405737	Ending June 30, 2026	\$129,939.00	\$352.60	\$16,893.84	\$147,185.44
1408540	Ending July 31, 2026	\$108,828.20	\$190.75	\$14,169.08	\$123,188.03
1409379	Ending August 31, 2026	\$12,040.50	\$975.20	\$1,566.59	\$14,582.29
1412271	Ending September 30, 2026	\$26,210.00	\$0.00	\$3,407.30	\$29,617.30
				Total:	\$505,090.03

Counsel Engaged	Call to the Bar	2026 Rate	Hours Billed
Jason Annibale	2002	\$915.00	1.30
Tushara Weerasooriya	2005	\$915.00	224.70
Jeffrey Levine	2008	\$885.00	3.60
Andrew Stirling	2008	\$885.00	9.70
Paul Boshyk	2012	\$820.00	0.50
Stephen Brown-Okruhlik	2014	\$820.00	109.90
Laura Giesbrecht	2013	\$800.00	12.10
Melodie Eng	2007	\$800.00	0.80
Jasmine Landau	2018	\$720.00	80.70
Kaileigh Dunn	2024	\$515.00	1.30
Spencer Atin	2025	\$435.00	148.15

		Total Hours Billed:	592.75
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This is Exhibit “**B**” referred to in the
Affidavit of **Tushara Weerasooriya**
sworn before me on October 15, 2026

A handwritten signature in blue ink, appearing to be 'SA' with a long horizontal stroke extending to the right.

A Commissioner for taking Affidavits (or as may be)
Spencer Atin (LSO# 92656R)

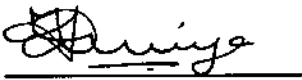
GST # R119428555
QST # 1210248273
PST # 1013-7603

May 22, 2026	Matter # 326489	Invoice # 1400392
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Richter Inc.
181 Bay St. #3510
Bay Wellington Tower
Toronto, ON M5J 2T3
Canada

ATTENTION: Karen Kimel

PRIVILEGED AND CONFIDENTIAL



T.N. Weerasooriya

RE: Synaptive receivership

For professional services rendered to May 6, 2026, in connection with the above matter.

PAYMENT DUE ON RECEIPT

	Amount
Professional services rendered	86,912.75
Disbursements - Non Taxable	24.00
Disbursements - Taxable	127.10
Total Fees and Disbursements	87,063.85
HST	11,315.18
Balance Due:	CAD \$98,379.03

PAYMENT OPTIONS**Invoice #**
1400392**Amount**
\$98,379.03 CAD**Wires Originating from
Canada**Bank: 003
Transit: 00002
Account CAD: 0004200
Account USD: 4057501**Wires Originating from
US**SWIFT: ROYCCAT2
Routing: 000300002
Account CAD: 0004200
Account USD: 4057501**International
Wires**SWIFT: ROYCCAT2
CAD Currency: 000020004200
USD Currency: 000024057501**Please send payment details to finance@mcmillan.ca and include your Invoice Number(s)**

Beneficiary Name: McMillan LLP

Beneficiary Bank Address:

Royal Bank of Canada
Main Branch – 200 Bay Street
Toronto, Ontario M5J 2J5 Canada**Payment by
Cheque**Please mail cheques to:
McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3 CanadaPayment is due on receipt of this invoice.
Interest will be charged at an annual rate
of 18% on overdue accounts.We do not accept payments via Internet
email transfer.

SUMMARY OF HOURLY FEES

Name	Service Area	Hourly Rate	Hours	Amount
Weerasooriya, Tushara N.	Financial Services	915.00	48.50	44,377.50
Levine, Jeffrey	Advocacy & Employment	885.00	1.30	1,150.50
Boshyk, Paul	Advocacy & Employment	820.00	0.50	410.00
Brown-Okruhlik, Stephen	Advocacy & Employment	820.00	18.60	15,252.00
Landau, Jasmine	Advocacy & Employment	720.00	19.70	14,184.00
Atin, Spencer	Financial Services	435.00	25.45	11,070.75
Tyrrell, S.J.	Financial Services	360.00	1.30	468.00
Total			115.35	\$86,912.75

SUMMARY OF DISBURSEMENTS

Description of Services	Amount
Searches	127.10
Government Source Fee	24.00
Total	\$151.10

ACCOUNT DETAILS - HOURLY FEES

Date	Name	Description of Services	Hours	Amount
04/22/26	T.N. Weerasooriya	Call with EDC re: proposed receivership structure; reviewing form of order and consent; consider [REDACTED].	2.00	1,830.00
04/23/26	T.N. Weerasooriya	Review and comment on affidavit of EDC; brief J. Landau and S. Atin re: application; instructions to S. Atin re: security review; circulating receiver's consent.	1.30	1,189.50
04/23/26	S. Atin	Reviewing security documents in preparation of drafting security opinion; preparing draft security opinion.	1.85	804.75
04/23/26	S. Atin	Attending call with T. Weerasooriya, J. Landau and S. Brown Brown-Okruhlik re: [REDACTED].	0.30	130.50
04/23/26	J. Landau	Review draft Notice of Application and Affidavit; attend on call with T. Weerasooriya, S. Brown-Okruhlik and S. Atin re: [REDACTED].	0.35	250.10
04/23/26	S.J. Tyrrell	Conduct and review Ontario corporate search; conduct PPSA searches; emails to and from S. Atin re: same.	0.30	108.00
04/24/26	T.N. Weerasooriya	Reviewing and commenting on notice of application and application materials; preliminary comments on security review; brief review of [REDACTED].	1.40	1,281.00
04/24/26	S. Atin	Arranging for and reviewing the corporate searches and PPSA search results for Synaptive.	0.70	304.50
04/24/26	S. Atin	Preparing draft security review opinion for the current security at Synaptive.	1.60	696.00

May 22, 2026		Matter # 326489	Invoice # 14003921	
Date	Name	Description of Services	Hours	Amount
04/24/26	J. Landau	Review application record as served and filed.	0.15	107.19
04/24/26	S.J. Tyrrell	Review uncertified PPSA search results; draft and review Ontario search summary; emails to and from S. Atin re: same.	1.00	360.00
04/25/26	T.N. Weerasooriya	Instructions to S. Atin re: [REDACTED]; review same.	0.60	549.00
04/25/26	S. Atin	Reviewing draft termination letter for Synaptive employees.	0.35	152.25
04/25/26	S. Atin	Preparing updated draft security review opinion.	1.15	500.25
04/26/26	T.N. Weerasooriya	Call with EDC team re: [REDACTED]; instructions to J. Landau re: [REDACTED]; review and revise security review opinion; reviewing factum; reviewing and revising pre-filing report draft; emails to and from K. Kimel re: [REDACTED]; call with P. Boshyk re: same.	4.40	4,026.00
04/26/26	P. Boshyk	Meeting with T. Weerasooriya regarding [REDACTED].	0.20	164.00
04/26/26	S. Atin	Corresponding with J. Landau regarding the preparation of the draft pre-filing Report of the Receiver.	0.40	174.00
04/26/26	S. Atin	Preparing updated draft of the [REDACTED].	0.75	326.25
04/26/26	S. Atin	Reviewing draft factum prepared by EDC's counsel; corresponding with J. Landau regarding the preparation of the draft pre-filing Report of the Receiver.	0.90	391.50
04/26/26	S. Atin	Attending call with T. Weerasooriya and P. Boshyk to discuss [REDACTED].	0.45	195.75
04/26/26	J. Landau	Draft pre-filing report of the proposed receiver; send to T. Weerasooriya for comments; insert comments and send updated draft to K. Kimel and to Fasken for review.	2.43	1,750.68
04/27/26	T.N. Weerasooriya	Drafting and revising pre-filing report; calls with Torys and Faskens re: [REDACTED]; consider impact of [REDACTED] same with Receiver; prepare J. Levine and J. Landau for court and proposed submissions; arranging for US counsel re: [REDACTED]; instructions to S. Atin re: updating [REDACTED].	6.10	5,581.50
04/27/26	P. Boshyk	Review independent contractor agreement; provide comments to T. Weerasooriya.	0.20	164.00
04/27/26	S. Atin	Reviewing and circulating revised version of the Independent Contractor Agreement to the Receiver.	0.30	130.50
04/27/26	S. Atin	Revising draft Receiver's Borrowing Certificate; circulating to Receiver for their review.	0.45	195.75
04/27/26	S. Atin	Revising draft security review opinion; preparing execution copy of said opinion to be appended to the Receiver's Report.	0.60	261.00
04/27/26	J. Landau	Update Pre-filing Report of the proposed receiver regarding WEPPA [REDACTED]; calls with T. Weerasooriya, K. Kimel and Torys re: [REDACTED]; coordination with EDC and counsel re: [REDACTED]; finalize, serve and file Pre-filing report; prepare for hearing with J. Levine; review further materials from counsel to former employees.	2.18	1,572.03
04/28/26	J. Levine	Call with T. Weerasooriya and J. Landau regarding court proceeding; preparing for receivership application and case conference regarding WEPP motion.	1.30	1,150.50

May 22, 2026		Matter # 326489	Invoice # 14003922	
Date	Name	Description of Services	Hours	Amount
04/28/26	T.N. Weerasooriya	Discuss Hatney's position with J. Levine and J. Landau ahead of hearing; review offer from employee group re: [REDACTED]; call with K. Kimel re: [REDACTED]; call with US counsel re: [REDACTED].	2.60	2,379.00
04/28/26	P. Boshyk	Review revised [REDACTED]; provide comments to T. Weerasooriya.	0.10	82.00
04/28/26	S. Atin	Revising minutes of the hearing for the Receivership Application.	0.60	261.00
04/28/26	S. Atin	Preparing revised draft of the fee affidavit to reflect J. Landau's comments.	0.75	326.25
04/28/26	S. Atin	Attending Receivership Application hearing.	0.30	130.50
04/28/26	J. Landau	Prepare for and attend at court hearing; post-hearing emails and discussion with J. Levine; review updated draft order; review court endorsement for receivership; schedule call with Torys re: WEPPA hearing.	1.24	893.12
04/29/26	T.N. Weerasooriya	Synaptive first day receivership matters; call with A. Hatney re: [REDACTED]; calls with EDC and the Receiver to discuss terms of [REDACTED]; call with internal team re: preparation for [REDACTED].	3.40	3,111.00
04/29/26	S. Brown-Okruhlik	Discussion with McMillan group re: receivership SISP and materials to be prepared; instructing J. Landau re: same; call with EDC re: [REDACTED].	1.70	1,394.00
04/29/26	S. Atin	Attending calls with Receiver, Fasken and EDC to discuss [REDACTED].	0.75	326.25
04/29/26	S. Atin	Preparing tracker document for all action items and outstanding issues.	0.55	239.25
04/29/26	S. Atin	Updating tracker document for action items and outstanding issues.	0.30	130.50
04/29/26	S. Atin	Attending internal status call with T. Weerasooriya and S. Brown-Okruhlik.	0.35	152.25
04/29/26	S. Atin	Corresponding with counsel for Pacer Air Freight to schedule a call discussing [REDACTED].	0.20	87.00
04/29/26	J. Landau	Instruct M. Dalli to prepare motion materials for sale process approval motion; call with Torys re: [REDACTED]; discuss matter background and material prep with S. Brown-Okruhlik; discussion with S. Atin re: preparing receiver's report for motion; prepare motion request form and communicate with court re: scheduling dates.	1.69	1,214.76
04/30/26	T.N. Weerasooriya	Call with Torys re: WEPPA materials; review and respond to creditor inquiries; review employee revised bid; call with EDC to discuss same.	2.30	2,104.50
04/30/26	T.N. Weerasooriya	Call with internal working group re: organization for [REDACTED]; review [REDACTED]; call with EDC re: same.	2.30	2,104.50
04/30/26	S. Brown-Okruhlik	Update call with T. Weerasooriya re: employees' position on WEPP in receivership; call with company counsel and employee counsel; reviewing aid memmoire by [REDACTED], and providing comments on same; review and comment on matter request form for court.	1.70	1,394.00
04/30/26	S. Atin	Attending call with Fasken, EDC and Receiver to discuss updated offer from Synaptive employees.	0.40	174.00

May 22, 2026		Matter # 326489	Invoice # 14003723	
Date	Name	Description of Services	Hours	Amount
04/30/26	J. Landau	Finalize and send motion request form; begin drafting notice of motion and draft order for SISP Approval.	0.74	535.92
05/01/26	T.N. Weerasooriya	Prepare and circulate form of [REDACTED] [REDACTED] call with Pacer counsel; call with landlord's counsel; instructions to J. Landau and S. Atin re: drafting of receiver's report and order.	2.20	2,013.00
05/01/26	S. Brown-Okruhlik	Reviewing construction lien hold back issue for Richter.	0.70	574.00
05/01/26	S. Atin	Preparing draft Sale Approval Order.	1.50	652.50
05/01/26	S. Atin	Attending call with counsel for Pacer Air Freight to discuss [REDACTED]	0.15	65.25
05/01/26	S. Atin	Attending call with T. Weerasooriya and J. Landau to discuss preparation of draft Receiver Report and draft sale approval order.	0.35	152.25
05/01/26	S. Atin	Creating shell form for the draft First Report of the Receiver.	0.45	195.75
05/01/26	J. Landau	Schedule motion; meet with S. Atin re: First Report; continue drafting motion materials; meeting with T. Weerasooriya re: work plan; continue drafting First Report.	1.69	1,214.76
05/01/26	S. Atin	Attending call with J. Landau to discuss draft sale process approval order and Receiver's Report.	0.40	174.00
05/02/26	T.N. Weerasooriya	Drafting SISP.	2.30	2,104.50
05/02/26	S. Atin	Preparing draft Sale Approval Order.	1.10	478.50
05/02/26	J. Landau	Review and revise First Report and SISP Approval Order; send to S. Brown-Okruhlik for review.	1.04	750.30
05/03/26	T.N. Weerasooriya	Reviewing draft orders; call with [REDACTED] [REDACTED].	1.30	1,189.50
05/03/26	S. Brown-Okruhlik	Review and comment on draft receiver's report; various emails re: [REDACTED] call with McMillan team re: next steps in SISP approval motion.	1.90	1,558.00
05/03/26	S. Atin	Preparing draft Sale Approval Order.	1.15	500.25
05/03/26	S. Atin	Reviewing and providing comments on the draft SISP.	0.85	369.75
05/03/26	S. Atin	Attending internal call with T. Weerasooriya, S. Brown-Okruhlik and J. Landau to discuss SISP and draft orders.	0.30	130.50
05/03/26	J. Landau	Insert details from [REDACTED] [REDACTED] attend on team call re: drafting materials; send updated First Report to S. Brown-Okruhlik for comment.	2.53	1,822.13
05/04/26	T.N. Weerasooriya	Review final proposed [REDACTED]; call with Faksens and EDC re: [REDACTED]; calls with G. Phoenix to discuss [REDACTED]; reviewing initial draft of report; reviewing comments on SISP and revising same; instructions to McMillan team re: updating service list and [REDACTED].	6.50	5,947.50
05/04/26	S. Brown-Okruhlik	Review and comment on draft SISP; review and comment on draft stalking horse agreement; review and comment on draft receiver's report to support SISP motion; calls with D. Whyte and T. Weerasooriya re: [REDACTED]; providing various instructions to J. Landau; call with EDC team about [REDACTED].	6.20	5,084.00

May 22, 2026		Matter # 326489	Invoice # 1400774	
Date	Name	Description of Services	Hours	Amount
05/04/26	S. Atin	Attending call with Fasken and EDC to discuss draft subscription agreement.	0.40	174.00
05/04/26	S. Atin	Preparing updated draft of the SISP pursuant to Receiver's comments; circulating updated SISP to the Receiver and EDC.	1.10	478.50
05/04/26	S. Atin	Revising draft sale process order.	0.45	195.75
05/04/26	J. Landau	Update draft First Report per comments from S. Brown-Okruhlik; update Notice of Motion to S. Brown-Okruhlik for review; attend on call with client and EDC re: stalking horse agreement; draft amended and restated receivership order and sales process approval order.	2.43	1,750.68
05/05/26	T.N. Weerasooriya	Review and comment on initial draft of subscription agreement; calls with Loopstra Nixon re: same; emails to and from Faskens re: [REDACTED] p re: drafting changes to report, orders and SISP; emails to and from Richter team re: [REDACTED]	4.70	4,300.50
05/05/26	S. Brown-Okruhlik	Review of Kedzior claim and correspondence; email to Kedzior re: same; emails with Texas counsel [REDACTED] m; emails and discussions with McMillan team; reviewing email traffic re: [REDACTED]	1.90	1,558.00
05/05/26	S. Atin	Reviewing Purchaser's comments to draft subscription agreement; incorporating said comments into draft subscription agreement and circulating to Receiver and EDC.	0.60	261.00
05/05/26	S. Atin	Reviewing [REDACTED]; drafting summary email of key conclusions from said agreements.	1.25	543.75
05/05/26	J. Landau	Email to J. Chung re: updated service list; review and revise service list; emails with S. Brown-Okruhlik re: draft orders.	0.30	214.37
05/06/26	T.N. Weerasooriya	Reviewing and commenting on [REDACTED] bid; various calls with EDC, Loopstra Nixon and Richter re: same; drafting changes to receivership order.	5.10	4,666.50
05/06/26	S. Brown-Okruhlik	Emails with [REDACTED]; review and revise draft motion materials; instructions re: same to J. Landau; emails and calls re: same with McMillan group; emails re: [REDACTED]; drafting Notice of Motion.	4.50	3,690.00
05/06/26	S. Atin	Revising SISP to provide for quantum of capital injected in Synaptive; circulating revised SISP to bidder's counsel.	0.40	174.00
05/06/26	S. Atin	Circulating drafts of the SISP Approval Order and Amended and Restated Receivership Order to the bidder's counsel.	0.20	87.00
05/06/26	S. Atin	Revising the [REDACTED]	0.60	261.00
05/06/26	S. Atin	Drafting correspondence to the client regarding [REDACTED]	0.20	87.00

May 22, 2026	Matter # 326489	Invoice # 14003725
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Date	Name	Description of Services	Hours	Amount
05/06/26	J. Landau	Review and update the First Report per client comments; revise and circulate the SISP Approval Order and A&R Receivership Order; update the Notice of Motion; email to court re: motion date; other revisions, clarifications and correspondence re: SISP motion; update Service List.	2.93	2,107.96
Total			115.35	\$86,912.75

DISBURSEMENTS - NON TAXABLE

Date	Description	Amount
04/27/26	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	8.00
04/27/26	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	8.00
04/27/26	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	8.00
Total		\$24.00

DISBURSEMENTS - TAXABLE

Date	Description	Amount
04/27/2026	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	80.00
04/27/2026	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	10.20
04/27/2026	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	24.00
04/27/2026	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	12.90
Total		\$127.10
HST		\$16.52
Total Disbursements and Taxes		\$167.62

TOTAL FEES AND DISBURSEMENTS	\$87,063.85
HST	\$11,315.18
TOTAL	\$98,379.03

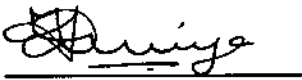
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QST # 1210248273
PST # 1013-7603

June 11, 2026	Matter # 326489	Invoice # 1402039
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Richter Inc.
181 Bay St. #3510
Bay Wellington Tower
Toronto, ON M5J 2T3
Canada

ATTENTION: Karen Kimel

PRIVILEGED AND CONFIDENTIAL



T.N. Weerasooriya

RE: Synaptive receivership

For professional services rendered to May 31, 2026, in connection with the above matter.

PAYMENT DUE ON RECEIPT

	Amount
Professional services rendered	81,538.00
HST	10,599.94
Balance Due:	CAD \$92,137.94

PAYMENT OPTIONS**Invoice #**
1402039**Amount**
\$92,137.94 CAD**Wires Originating from
Canada**Bank: 003
Transit: 00002
Account CAD: 0004200
Account USD: 4057501**Wires Originating from
US**SWIFT: ROYCCAT2
Routing: 000300002
Account CAD: 0004200
Account USD: 4057501**International
Wires**SWIFT: ROYCCAT2
CAD Currency: 000020004200
USD Currency: 000024057501**Please send payment details to finance@mcmillan.ca and include your Invoice Number(s)**

Beneficiary Name: McMillan LLP

**Payment by
Cheque**

Beneficiary Bank Address:

Royal Bank of Canada
Main Branch – 200 Bay Street
Toronto, Ontario M5J 2J5 CanadaPlease mail cheques to:
McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3 CanadaPayment is due on receipt of this invoice.
Interest will be charged at an annual rate
of 18% on overdue accounts.We do not accept payments via Internet
email transfer.

SUMMARY OF HOURLY FEES

Name	Service Area	Hourly Rate	Hours	Amount
Annibale, J.Jason	Advocacy & Employment	915.00	0.30	274.50
Weerasooriya, Tushara N.	Financial Services	915.00	31.20	28,548.00
Brown-Okruhlik, Stephen	Advocacy & Employment	820.00	25.90	21,238.00
Landau, Jasmine	Advocacy & Employment	720.00	29.40	21,168.00
Atin, Spencer	Financial Services	435.00	23.70	10,309.50
Total			110.50	\$81,538.00

ACCOUNT DETAILS - HOURLY FEES

Date	Name	Description of Services	Hours	Amount
05/07/26	T.N. Weerasooriya	Finalize stalking horse documentation; review and finalize report; update orders; various calls with [REDACTED]; review and comment on changes to SISP.	6.30	5,764.50
05/07/26	S. Brown-Okruhlik	Review and comment new draft report; attending call with [REDACTED]; meetings and emails with J. Landau regarding various motion documents; drafting further additions to report and change to NOM; review and implement comments [REDACTED]	6.10	5,002.00
05/07/26	S. Atin	Revise receivership funding term sheet to reflect multiple sets of comments from [REDACTED]	1.40	609.00
05/07/26	S. Atin	Arrange for the Receiver and Purchaser's signature for the subscription agreement and receivership funding term sheet.	0.90	391.50
05/07/26	S. Atin	Revise subscription agreement to reflect multiple sets of comments from [REDACTED]; circulate revised drafts to [REDACTED]	2.00	870.00
05/07/26	J. Landau	Revise and finalize First Report, Sale Approval Order, Amended Receivership Order; working session with S. Brown-Okruhlik; prepare and finalize motion record and compile all exhibits and tabs; instruct M. Dalli regarding updating certificates of service; communications with team regarding final versions and service.	5.70	4,104.00
05/07/26	S. Atin	Revise side letter regarding third party financing pursuant to EDC's comments; circulate revised side letter to EDC and Purchaser's counsel.	0.80	348.00
05/07/26	S. Atin	Attend internal call with T. Weerasooriya, S. Brown-Okruhlik, and J. Landau to discuss workstreams.	0.50	217.50
05/08/26	T.N. Weerasooriya	Finalize EDC note; negotiation with parties; finalize motion record; call with [REDACTED]	2.40	2,196.00
05/08/26	S. Brown-Okruhlik	Review and comment on further revised motion materials; review and approval of motion record; various meetings and discussions with J. Landau.	1.90	1,558.00

June 11, 2026		Matter # 326489	Invoice # 1402779	
Date	Name	Description of Services	Hours	Amount
05/08/26	J. Landau	Finalize Motion Record with signed copies; call with S. Brown-Okruhlik regarding reviewing final Motion Record; begin drafting factum; serve Motion Record on both service lists and instruct M. Dalli to file; send factum to S. Brown-Okruhlik for comment.	6.70	4,824.00
05/08/26	S. Atin	Revise draft subscription agreement and receivership funding term sheet pursuant to comments from [REDACTED]; circulate to [REDACTED].	2.70	1,174.50
05/10/26	J. Landau	Update factum per comments from S. Brown-Okruhlik and insert record and case law references.	2.70	1,944.00
05/11/26	S. Brown-Okruhlik	Review and revise draft factum; emails and meeting with McMillan group regarding [REDACTED]; review of final form of factum; emails with [REDACTED]; reviewing emails regarding [REDACTED]; various emails regarding stakeholder interests.	3.10	2,542.00
05/11/26	T.N. Weerasooriya	Review and comment on factum; call with S. Brown-Okruhlik and J. Landau regarding factum changes; as is where is language; review updated [REDACTED]; instructions to S. Atin regarding same; review [REDACTED]; reiew and comment [REDACTED].	4.60	4,209.00
05/11/26	S. Atin	Prepare a form of non-disclosure agreement for interested bidders in the sales process; circulate to the Receiver; revise said agreement pursuant to Receiver's comments; circulate final draft to Receiver.	3.80	1,653.00
05/11/26	J. Landau	Call with T. Weerasooriya and S. Brown-Okruhlik regarding factum comments; finalize factum and send to Faskens for review; update service list; serve and file factum; update motion record with correct schedule.	3.50	2,520.00
05/11/26	S. Atin	Revise the [REDACTED] circulate to [REDACTED] for their review; prepare finalized version and append to subscription agreement.	1.90	826.50
05/12/26	T.N. Weerasooriya	Comment on [REDACTED]; answer [REDACTED] about the process; instructions to McMillan team regarding response to [REDACTED].	1.00	915.00
05/12/26	T.N. Weerasooriya	Emails to and from S. Brown-Okruhlik regarding SISP motion preparation.	0.40	366.00
05/12/26	S. Brown-Okruhlik	Various emails and prep for SISP approval hearing.	0.50	410.00
05/12/26	J. Landau	Email from counsel to Stryker; other minor court preparation.	0.20	144.00
05/13/26	T.N. Weerasooriya	Various receivership matters including, communicating with creditors; update NDAs, review and comment on draft letters; attend court for SISP order.	2.60	2,379.00
05/13/26	S. Brown-Okruhlik	Prepare for and attending SISP approval motion; debrief meeting and revision to SISP and orders; further emails and discussion among McMillan team; review J. Dietrich enforcement.	3.50	2,870.00
05/13/26	J. Landau	Prepare for and attend at SISP Approval motion hearing; update [REDACTED]; email court [REDACTED]; email to [REDACTED]; email to [REDACTED]; finalize corrected motion record.	3.00	2,160.00
05/13/26	S. Atin	Update the rolling list of outstanding action items; provide a summary of the relevant action items to T. Weerasooriya, S. Brown-Okruhlik, and J. Landau.	0.90	391.50

June 11, 2026		Matter # 326489	Invoice # 1402730	
Date	Name	Description of Services	Hours	Amount
05/14/26	T.N. Weerasooriya	Review and comment on NDAs; instructions to J. Landau regarding responses to creditors.	0.70	640.50
05/14/26	J. Landau	Serve orders and endorsement on service list; correspond with court regarding sales approval motion date; draft letter to [REDACTED]; call with T. Weerasooriya regarding [REDACTED].	1.70	1,224.00
05/14/26	S. Atin	Update the tracker of outstanding action items to reflect the status of [REDACTED].	0.60	261.00
05/15/26	T.N. Weerasooriya	Review and comment on [REDACTED]; reviewing and commenting on J. Landau's responses to [REDACTED]; call with K. Kimel regarding insurance issues.	2.40	2,196.00
05/15/26	J. Landau	Send email to [REDACTED]; review [REDACTED] and draft analysis memorandum for T. Weerasooriya; update service list.	2.70	1,944.00
05/15/26	S. Atin	Update tracker of outstanding action items to reflect [REDACTED].	0.70	304.50
05/15/26	S. Atin	Organize documents and correspondence relating to all [REDACTED].	0.40	174.00
05/15/26	S. Atin	Discuss with J. Landau the PPSA search results of Synaptive in respect to the [REDACTED].	0.80	348.00
05/16/26	T.N. Weerasooriya	Review insurance documents; instructions to J. Landau regarding drafting letter to insurer/broker; reviewing and commenting on [REDACTED].	2.10	1,921.50
05/17/26	T.N. Weerasooriya	Review and comment on [REDACTED].	0.80	732.00
05/17/26	J. Landau	Draft letters regarding [REDACTED].	0.80	576.00
05/18/26	T.N. Weerasooriya	Review and revise letter to [REDACTED]; email to J. Landau with comments and instructions.	0.80	732.00
05/18/26	J. Landau	Revise letters to [REDACTED] per comments from T. Weerasooriya.	0.40	288.00
05/18/26	S. Atin	Review comments on [REDACTED].	0.20	87.00
05/19/26	T.N. Weerasooriya	Review and comment on [REDACTED]; review and revise letters to [REDACTED].	2.60	2,379.00
05/19/26	S. Brown-Okruhlik	Emails regarding [REDACTED]; call with D. White regarding [REDACTED]; emails with T. Weerasooriya regarding same.	1.10	902.00
05/19/26	J. Landau	Revise letters to [REDACTED] per client comments; discuss stalking horse bidder review with S. Atin.	0.90	648.00
05/19/26	S. Atin	Update tracker document of outstanding action items; drafting email to T. Weerasooriya, S. Brown-Okruhlik and J. Landau providing update on actions items currently outstanding.	1.10	478.50
05/20/26	T.N. Weerasooriya	Instructions to J. Landau regarding [REDACTED]; review and comment on [REDACTED].	0.60	549.00
05/20/26	S. Brown-Okruhlik	Further review and comment on draft letter to [REDACTED]; emails with J. Landau regarding same; call with K. Kimmel regarding potential bids and other items.	0.80	656.00

June 11, 2026		Matter # 326489	Invoice # 14027391	
Date	Name	Description of Services	Hours	Amount
05/20/26	S. Atin	Updating tracker document of outstanding action items.	0.60	261.00
05/20/26	J. Landau	Update letters to [REDACTED] regarding comments.	0.50	360.00
05/21/26	T.N. Weerasooriya	Emails to and from S. Brown-Okruhlik regarding [REDACTED]; [REDACTED]; call with K. Kimel regarding [REDACTED]; reviewing emails from K. Kimel; instructions to S. Atin regarding revisions to NDA.	1.10	1,006.50
05/21/26	S. Brown-Okruhlik	Review [REDACTED]; instructing S. Atin regarding [REDACTED]; review and comment on [REDACTED]; emails with T. Weerasooriya regarding [REDACTED].	1.70	1,394.00
05/21/26	S. Atin	Review and revise [REDACTED] to update definition of Representatives; circulate updated [REDACTED] to Richter.	0.90	391.50
05/21/26	S. Atin	Attend call with S. Brown-Okruhlik to discuss preparation of fee affidavit.	0.30	130.50
05/21/26	J. Landau	Finalize and send letters to [REDACTED]; follow-up emails from [REDACTED] regarding call with [REDACTED].	0.20	144.00
05/22/26	S. Brown-Okruhlik	Emails and calls with K. Kimel regarding changes to [REDACTED]; discussions regarding need for NDA signed by bidding team members.	2.20	1,804.00
05/22/26	J. Landau	Review updates on [REDACTED] discussions; update matter status chart per SISP update with S. Atin.	0.40	288.00
05/22/26	S. Atin	Saving and organizing documents circulated by Richter regarding the sale process; updating the action item tracker accordingly.	0.90	391.50
05/23/26	T.N. Weerasooriya	Review and comment on [REDACTED] request.	0.30	274.50
05/23/26	T.N. Weerasooriya	Review sales process update and diligence progress report.	0.30	274.50
05/25/26	T.N. Weerasooriya	Review proposed [REDACTED] revisions.	0.30	274.50
05/25/26	S. Atin	Update tracker document of outstanding action items.	0.80	348.00
05/26/26	T.N. Weerasooriya	Emails to and from potential bidder group regarding call; emails to and from S. Brown-Okruhlik and S. Atin regarding review of [REDACTED] in Nova Scotia.	0.30	274.50
05/26/26	S. Brown-Okruhlik	Emails and discussion regarding Nova Scotia construction lien issue.	0.50	410.00
05/26/26	S. Atin	Update tracker document of outstanding items; provide update to working group on all outstanding and ongoing action items in respect to the receivership.	0.80	348.00
05/27/26	S. Brown-Okruhlik	Reviewing [REDACTED] issue; discussion with J. Annibale regarding same; review and comment on draft fee affidavit; email regarding same with S. Atin.	2.00	1,640.00
05/27/26	J.J. Annibale	Providing advice respecting timing for [REDACTED], whether it [REDACTED], priorities, and other related dynamics in context of [REDACTED] insolvency proceeding.	0.30	274.50
05/27/26	T.N. Weerasooriya	Emails to and from S. Brown-Okruhlik regarding [REDACTED]; call with [REDACTED] regarding structure of bid; call with K. Kimel to discuss same.	1.00	915.00
05/27/26	S. Atin	Reviewing Globus comments on NDA.	0.70	304.50

June 11, 2026		Matter # 326489	Invoice # 14027392	
Date	Name	Description of Services	Hours	Amount
05/28/26	S. Brown-Okruhlik	Review and comment on fee approval materials prepared by S. Atin.	0.60	492.00
05/29/26	S. Brown-Okruhlik	Emails with [REDACTED] regarding issue regarding [REDACTED]; call with [REDACTED] regarding [REDACTED] emails with M. Momsen regarding status of liens on Nova Scotia project; emails with T. Weerasooriya regarding various issues.	1.60	1,312.00
05/30/26	T.N. Weerasooriya	Review email regarding employment information disclosure; review receivership order and correspondence and respond regarding same; emails from and to S. Brown-Okruhlik regarding management team (former employee) behaviour.	0.60	549.00
05/30/26	S. Brown-Okruhlik	Call with [REDACTED].	0.30	246.00
Total			110.50	\$81,538.00
HST				\$10,599.94
TOTAL				\$92,137.94

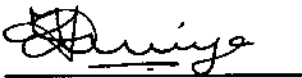
GST # R119428555
QST # 1210248273
PST # 1013-7603

July 24, 2026	Matter # 326489	Invoice # 1405737
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Richter Inc.
181 Bay St. #3510
Bay Wellington Tower
Toronto, ON M5J 2T3
Canada

ATTENTION: Karen Kimel

PRIVILEGED AND CONFIDENTIAL



T.N. Weerasooriya

RE: Synaptive receivership

For professional services rendered to June 30, 2026, in connection with the above matter.

PAYMENT DUE ON RECEIPT

	Amount
Professional services rendered	129,939.00
Disbursements - Non Taxable	339.00
Disbursements - Taxable	13.60
Total Fees and Disbursements	130,291.60
HST	16,893.84
Balance Due:	CAD \$147,185.44

PAYMENT OPTIONS**Invoice #**
1405737**Amount**
\$147,185.44 CAD**Wires Originating from
Canada**Bank: 003
Transit: 00002
Account CAD: 0004200
Account USD: 4057501**Wires Originating from
US**SWIFT: ROYCCAT2
Routing: 000300002
Account CAD: 0004200
Account USD: 4057501**International
Wires**SWIFT: ROYCCAT2
CAD Currency: 000020004200
USD Currency: 000024057501**Please send payment details to finance@mcmillan.ca and include your Invoice Number(s)**

Beneficiary Name: McMillan LLP

**Payment by
Cheque**

Beneficiary Bank Address:

Royal Bank of Canada
Main Branch – 200 Bay Street
Toronto, Ontario M5J 2J5 CanadaPlease mail cheques to:
McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3 CanadaPayment is due on receipt of this invoice.
Interest will be charged at an annual rate
of 18% on overdue accounts.We do not accept payments via Internet
email transfer.

SUMMARY OF HOURLY FEES

Name	Service Area	Hourly Rate	Hours	Amount
Annibale, J.Jason	Advocacy & Employment	915.00	0.50	457.50
Weerasooriya, Tushara N.	Financial Services	915.00	80.20	73,383.00
Levine, Jeffrey	Advocacy & Employment	885.00	1.00	885.00
Stirling, Andrew	Tax	885.00	9.20	8,142.00
Brown-Okruhlik, Stephen	Advocacy & Employment	820.00	24.50	20,090.00
Giesbrecht, Laura	Business Law	800.00	3.90	3,120.00
Landau, Jasmine	Advocacy & Employment	720.00	8.90	6,408.00
Atin, Spencer	Financial Services	435.00	36.10	15,703.50
Total			164.30	\$128,189.00

SUMMARY OF FLAT FEES

Name	Amount
Lauria, Diana	1,750.00
Total	\$1,750.00

SUMMARY OF DISBURSEMENTS

Description of Services	Amount
Filing Fees	339.00
Searches	13.60
Total	\$352.60

ACCOUNT DETAILS - HOURLY FEES

Date	Name	Description of Services	Hours	Amount
06/01/26	T.N. Weerasooriya	Emails from and to S. Brown-Okruhlik regarding [REDACTED]; emails to and from [REDACTED]; email from G. Phoenix regarding same.	0.70	640.50
06/01/26	S. Brown-Okruhlik	Further review of [REDACTED] Act regarding treatment of [REDACTED]; emails with J. Annibale regarding same; emails regarding [REDACTED] in with sales process; emails regarding [REDACTED]; further email traffic; instructing S. Atin regarding various items.	2.50	2,050.00
06/01/26	J.J. Annibale	Provide advice respecting [REDACTED].	0.50	457.50

July 24, 2026		Matter # 326489	Invoice # 1405786	
Date	Name	Description of Services	Hours	Amount
06/02/26	T.N. Weerasooriya	Review and advise on [REDACTED]; emails regarding [REDACTED] access to management and potential conflicts; email to S. Brown-Okruhlik regarding same.	0.40	366.00
06/02/26	S. Brown-Okruhlik	Call to C. Bowen regarding [REDACTED]; email to O. Khartabil (project manager) regarding same; call with [REDACTED] regarding [REDACTED]; email to T. Weerasooriya regarding same.	0.90	738.00
06/02/26	S. Atin	Revise tracker document of outstanding action items; draft summary email to working group advising on outstanding items.	0.00	0.00
06/03/26	T.N. Weerasooriya	Review emails from S. Brown-Okruhlik regarding missing info in data room; respond regarding same; call with S. Brown-Okruhlik regarding same.	0.50	457.50
06/03/26	S. Brown-Okruhlik	Emails regarding [REDACTED]; call with [REDACTED] regarding disclosure of [REDACTED]; call with T. Weerasooriya regarding same issue; further call with [REDACTED] regarding same; various email traffic; calls with Nova Scotia government [REDACTED].	1.90	1,558.00
06/03/26	S. Atin	Correspond with J. Landau regarding status of insurance [REDACTED] revise tracker document of action items accordingly.	0.00	0.00
06/04/26	T.N. Weerasooriya	[REDACTED]; discuss same with [REDACTED]; email to broker for call; review status of [REDACTED].	1.40	1,281.00
06/05/26	T.N. Weerasooriya	Review [REDACTED] from S. Atin; provide [REDACTED] with follow-up [REDACTED]; calls with [REDACTED] regarding [REDACTED].	1.40	1,281.00
06/05/26	S. Brown-Okruhlik	McMillan group planning call.	0.70	574.00
06/05/26	S. Atin	Review bill of sale for [REDACTED]; review [REDACTED] regarding said [REDACTED]; draft summary of said documents and recommendations on next steps in order to confirm payment of purchase price.	1.00	435.00
06/05/26	J. Landau	Review [REDACTED] from [REDACTED]; call regarding next steps and preparation for sale process materials.	0.00	0.00
06/05/26	S. Atin	Revise tracker document of outstanding action items to reflect status update.	0.00	0.00
06/05/26	S. Atin	Attend call with T. Weerasooriya, S. Brown-Okruhlik, and J. Landau to discuss status update and relevant workstreams.	0.70	304.50
06/05/26	S. Atin	Correspond with [REDACTED] various documents in connection with the purchase of a [REDACTED].	0.50	217.50
06/07/26	T.N. Weerasooriya	Preliminary draft of auction procedures; call with [REDACTED] and stalking horse valuation.	0.90	823.50
06/08/26	T.N. Weerasooriya	Emails to and from and calls with [REDACTED] regarding lack of [REDACTED]; call with [REDACTED] provide additional diligence materials to [REDACTED]; instructions to S. Atin regarding same; call with [REDACTED] regarding [REDACTED].	2.20	2,013.00
06/08/26	S. Brown-Okruhlik	Emails regarding [REDACTED] for [REDACTED]; call with counsel for supplier on [REDACTED] hold back funds.	0.80	656.00
06/09/26	T.N. Weerasooriya	Review last minute diligence requests; calls with BLG regarding [REDACTED]; provide additional documents; review email from [REDACTED] regarding [REDACTED].	1.50	1,372.50

July 24, 2026		Matter # 326489	Invoice # 1405737	
Date	Name	Description of Services	Hours	Amount
06/10/26	T.N. Weerasooriya	Emails regarding [REDACTED]; review [REDACTED]; review and compare two submitted bid packages; call with receiver regarding same.	4.60	4,209.00
06/10/26	J. Landau	Correspondence with S. Atin and S. Brown-Okruhlik regarding SRED work order.	0.00	0.00
06/10/26	S. Atin	Correspond with T. Weerasooriya and the Receiver regarding [REDACTED]	0.00	0.00
06/11/26	T.N. Weerasooriya	Emails to and from and calls with counsel to each of the bidders regarding confirmation/clarification of bid terms; drafting form of auction procedures letter; call with [REDACTED] discuss insurance amortization plan with K. Kimel; calls with Richter team in preparation for auction.	6.30	5,764.50
06/11/26	L. Giesbrecht	Confer with T. Weerasooriya regarding new matter.	0.20	160.00
06/11/26	S. Brown-Okruhlik	Call regarding bids and status update.	0.50	410.00
06/11/26	J. Landau	Prepare motion documents for sale approval hearing.	0.00	0.00
06/11/26	S. Atin	Review bill of sale letter of intent and amendments regarding the [REDACTED]; draft summary to T. Weerasooriya of transfer of title and overriding provision.	0.50	217.50
06/11/26	S. Atin	Attend call with [REDACTED] to discuss [REDACTED] and [REDACTED].	1.00	435.00
06/12/26	T.N. Weerasooriya	Calls with K. Kimel regarding [REDACTED]; revising auction instructions letter; drafting and revising [REDACTED] required disclosures; emails to and from counsel to bidders confirming participation.	3.10	2,836.50
06/13/26	T.N. Weerasooriya	Draft [REDACTED]; calls with [REDACTED] regarding [REDACTED]; draft clarification note to [REDACTED]; respond to participant questions.	2.60	2,379.00
06/14/26	T.N. Weerasooriya	Finalize auction script; call with [REDACTED] regarding issues [REDACTED]; review email from [REDACTED] same; draft response and invite call with Stalking horse bidder; confirm [REDACTED] has [REDACTED]; emails to other auction participants regarding same.	2.20	2,013.00
06/15/26	T.N. Weerasooriya	Conduct [REDACTED] including various emails and calls with the receiver, EDC, bidders and counsel to the bidders regarding auction rules, bids, valuation of [REDACTED].	9.70	8,875.50
06/15/26	S. Brown-Okruhlik	Emails regarding [REDACTED] reviewing emails with auction bids; emails regarding equity component of bid.	0.70	574.00
06/15/26	S. Atin	Attend Synaptive auction; review successive rounds of bids from Centile and Globus.	0.00	0.00
06/15/26	J. Landau	Research regarding [REDACTED] email to T. Weerasooriya and S. Brown-Okruhlik regarding findings.	0.00	0.00
06/16/26	T.N. Weerasooriya	Review NOM and Order; call with internal team regarding plan for court approval and closing; call with L. Giesbrecht regarding corporate steps, residual co incorporation etc.; call with BLG team regarding finalizing SA, court materials and closing.	3.70	3,385.50

July 24, 2026		Matter # 326489	Invoice # 1405738	
Date	Name	Description of Services	Hours	Amount
06/16/26	L. Giesbrecht	Prepare for and attend call with [REDACTED].	0.50	400.00
06/16/26	S. Brown-Okruhlik	Emails regarding auction; McMillan group call regarding next steps and sale approval motion; review and comment on draft motion materials prepared by J. Landau.	0.00	0.00
06/16/26	S. Atin	Attend call with [REDACTED] counsel to discuss [REDACTED]	0.90	391.50
06/16/26	S. Atin	Review precedent orders for authority on appointing a Receiver's representative as director of residualco without incurring any liability.	1.10	478.50
06/16/26	J. Landau	Revise draft orders; call with team regarding material preparation and outcome of auction; call with S. Atin regarding claims procedure order; revise ancillary order to include additional relief.	0.00	0.00
06/16/26	S. Atin	Attend internal call with T. Weerasooriya, S. Brown-Okruhlik and J. Landau.	0.50	217.50
06/16/26	S. Atin	Prepare draft claims procedure and distribution order; discuss said draft order with J. Landau.	2.30	1,000.50
06/17/26	T.N. Weerasooriya	Draft NOM and orders; review required protections for [REDACTED]; consider and outline potential claims process; call with A. Stirling regarding potential withholding tax payable by junior noteholders; various emails to and from [REDACTED]; instructions to J. Landau regarding new lien claim.	6.70	6,130.50
06/17/26	A. Stirling	Review documentation regarding [REDACTED]; telephone call with T. Weerasooriya regarding same.	0.80	708.00
06/17/26	L. Giesbrecht	Receive, review and respond to emails regarding comments on [REDACTED]; review same.	0.20	160.00
06/17/26	S. Atin	Locate precedent language on the appointment of a Receiver's representative as director of residualco without incurring personal liability; circulate said precedent language to internal group for the draft RVO.	0.30	130.50
06/17/26	J. Landau	Revise and circulate notice of motion and reverse vesting order to [REDACTED] lien by [REDACTED]; email J Levine regarding construction trust questions.	0.00	0.00
06/17/26	S. Atin	Prepare a draft claims procedure and distribution order.	3.40	1,479.00
06/18/26	J. Levine	Email to J. Landau regarding perfection of construction lien in receiverships.	0.20	177.00
06/18/26	T.N. Weerasooriya	Draft revisions to subscription agreement; review intercompany claims of Synaptive and reflect same in agreement; call with [REDACTED]; reviewing comments on NOM and updated same; instructions to J. Lrvine regarding real property lien.	4.10	3,751.50
06/18/26	L. Giesbrecht	Review and revise subscription agreement and email to T. Weerasooriya regarding same; revise subscription agreement per comments and email to buyer regarding same.	1.60	1,280.00
06/18/26	S. Atin	Prepare draft claims procedure and distribution order, including claim forms to be appended to the order.	3.60	1,566.00
06/18/26	J. Landau	Update reverse vesting order per comments; review edits to notice of motion as against orders; email to J. Levine and T. Weerasooriya regarding construction lien matter.	0.00	0.00

July 24, 2026		Matter # 326489	Invoice # 1405739	
Date	Name	Description of Services	Hours	Amount
06/19/26	T.N. Weerasooriya	Call with J. Levine et al regarding landlord/contractor lien; review cases regarding same; instructions to J. Landau regarding same; emails to and from [REDACTED] calls with [REDACTED] regarding [REDACTED].	2.60	2,379.00
06/19/26	J. Levine	Call with McMillan team regarding priority of construction lien in respect of leased property.	0.80	708.00
06/19/26	S. Brown-Okruhlik	Emails and call regarding lien issue.	0.50	410.00
06/19/26	J. Landau	Call with J. Levine regarding [REDACTED]; emails regarding [REDACTED]	0.00	0.00
06/20/26	T.N. Weerasooriya	Revise NOM and ARVO; circulate same to Globus/BLG for review and comment; emails [REDACTED] extension terms; emails to [REDACTED] regarding same.	2.90	2,653.50
06/21/26	T.N. Weerasooriya	Settle extension to Subscription Agreement Closing date.	0.30	274.50
06/21/26	J. Landau	Email to [REDACTED].	0.00	0.00
06/22/26	T.N. Weerasooriya	Discussion of [REDACTED]; call with NCC representatives regarding same; instructions to S. Brown-Okruhlik regarding preparation of motion record.	0.90	823.50
06/22/26	J. Landau	Seek court availability for motion date; prepare and send updated attendance form; emails with [REDACTED]; review insurance letters and case law regarding insurance payment demand.	0.80	576.00
06/22/26	S. Atin	Review purchaser's comments on the [REDACTED] review the proposed acquisition structure of the purchaser.	0.00	0.00
06/22/26	S. Atin	Revise draft claims and distribution order.	1.20	522.00
06/23/26	S. Brown-Okruhlik	McMillan team status call; emails and discussion with T. Weerasooriya regarding [REDACTED]; emails with counsel for CAFO.	0.40	328.00
06/23/26	T.N. Weerasooriya	Instructions to McMillan team regarding changes to [REDACTED] of insurance policies; discuss same with K. Kimel; calls with K. Kimel to discuss management meetings, proposed RVO structure and first director of Synaptive.	2.00	1,830.00
06/23/26	J. Landau	Emails to purchaser and EDC [REDACTED]; review lien matter and draft email with findings; call with team regarding deliverables for motion date and insurance payment demand matter; draft factum and send to S. Brown-Okruhlik for review.	1.70	1,224.00
06/23/26	S. Atin	Review Purchaser's [REDACTED]; prepare an updated draft of ARVO incorporating said comments.	2.10	913.50
06/23/26	S. Atin	Attend call with J. Landau to discuss status of draft orders.	0.00	0.00
06/23/26	S. Atin	Prepare an updated version of the tracker document for all outstanding action items on the file; draft summary email of said items to internal working group.	0.00	0.00
06/24/26	L. Giesbrecht	Prepare for and attend call with McMillan team regarding proposed structure for transaction.	0.80	640.00
06/24/26	A. Stirling	Review proposed acquisition structure and closing agenda; consider same; conference call with McMillan deal team regarding same.	1.80	1,593.00

July 24, 2026		Matter # 326489	Invoice # 1405790	
Date	Name	Description of Services	Hours	Amount
06/24/26	S. Brown-Okruhlik	Review draft Subscription Agreement and draft motion materials; comments and edits to same; emails and discussions with T. Weerasooriya regarding same; emails with J. Landau regarding draft orders; call regarding CAFO issue; emails with S. Atin [REDACTED] review materials related to contractor for bathroom work.	2.10	1,722.00
06/24/26	T.N. Weerasooriya	Review CAFO documents and insurance statutes referenced in G. Camalino's letter; discuss [REDACTED] emails to and from [REDACTED]; instructions to S. Atin regarding drafting claims order provisions.	0.50	457.50
06/24/26	S. Atin	Review precedent orders to find appropriate language for requesting a change to the title of the receivership proceedings.	0.40	174.00
06/24/26	S. Atin	Prepare revised draft of [REDACTED]; circulating draft to S. Brown-Okruhlik for review.	1.20	522.00
06/24/26	S. Atin	Attend internal call with T. Weerasooriya, A. Stirling, and L. Giesbrecht to discuss tax implications of the proposed acquisition structure.	0.00	0.00
06/25/26	L. Giesbrecht	Prepare for and attend call with counsel to buyer regarding proposed transaction structure.	0.40	320.00
06/25/26	A. Stirling	Review proposed reorganization proposal; email exchange with T. Weerasooriya regarding same.	1.20	1,062.00
06/25/26	S. Brown-Okruhlik	Draft mutual release for [REDACTED] emails with J. Landau regarding resolving lien issue; emails with [REDACTED].	2.00	1,640.00
06/25/26	T.N. Weerasooriya	Review [REDACTED]; call with [REDACTED] discuss same; review release request and other comments on the ARVO from BLG and respond regarding same; see [REDACTED].	2.10	1,921.50
06/25/26	S. Atin	Update tracker document of outstanding action items.	0.00	0.00
06/25/26	S. Atin	Prepare an updated draft of the ARVO to remove the concept of [REDACTED].	1.70	739.50
06/25/26	S. Atin	Attend call with purchaser's counsel to discuss the proposed [REDACTED].	0.80	348.00
06/26/26	L. Giesbrecht	Email summary to T. Weerasooriya re incorporating an Ontario company without a shareholder.	0.20	160.00
06/26/26	A. Stirling	[REDACTED]; email exchange and telephone discussion with T. Weerasooriya regarding same.	1.40	1,239.00
06/26/26	S. Brown-Okruhlik	Draft claim process order; emails with same with T. Weerasooriya; review and edit draft email from [REDACTED]; calls and further edits regarding same; further review and edits of draft motion materials; review and edit of draft Second Report; emails regarding same; instructions to J. Landau regarding various items.	2.60	2,132.00

July 24, 2026		Matter # 326489	Invoice # 1405791	
Date	Name	Description of Services	Hours	Amount
06/26/26	T.N. Weerasooriya	Calls with [REDACTED]; work with [REDACTED] [REDACTED]; review comments from [REDACTED] on order and NOM; instructions to S. Atin regarding revisions; call with S. Brown-Okruhlik regarding review of report; review and commenting on claims order.	5.30	4,849.50
06/26/26	S. Atin	Review draft claims and distribution order; revise draft pursuant to S. Brown-Okruhlik's comments; circulate said draft to [REDACTED].	1.20	522.00
06/26/26	S. Atin	Conduct case law research on the scope of permissible third-party releases in receivership proceedings; review precedent orders where such releases were granted; prepare summary of relevant authority to T. Weerasooriya.	1.80	783.00
06/27/26	J. Landau	Revisions to ARVO, Claims Procedure order and Notice of Motion per S. Brown-Okruhlik.	1.60	1,152.00
06/28/26	S. Brown-Okruhlik	Draft Second Report of Receiver; emails regarding same with McMillan group; review and further edits for Notice of Motion and draft orders; provide instructions regarding further changes to same to S. Atin and J. Landau; email to K. Kimel regarding Second Report.	7.00	5,740.00
06/28/26	J. Landau	Revise Notice of Motion and ARVO per S. Brown-Okruhlik.	1.00	720.00
06/28/26	S. Atin	Review draft ARVO; add style of causes and adjusting cross-references to reflect updated structure of draft.	1.20	522.00
06/29/26	A. Stirling	Telephone call with [REDACTED] [REDACTED] reviewing and considering draft documents regarding same; discussion with T. Weerasooriya regarding same.	1.80	1,593.00
06/29/26	T.N. Weerasooriya	Negotiation of subscription agreement; calls with [REDACTED] [REDACTED]; reviewing and commenting on 2nd report; reviewing and revising claims process order; review cases regarding release scope; emails to and from [REDACTED]; updating NOM and Orders; instructions to J. Landau and S. Atin regarding service list update and changes to court materials.	6.30	5,764.50
06/29/26	J. Landau	Review and revise Notice of Motion and Second Report.	0.00	0.00
06/29/26	S. Atin	Revise draft claims procedure and distribution order.	0.90	391.50
06/29/26	S. Atin	Update service list; circulate revised service list to Globus' counsel.	0.40	174.00
06/29/26	S. Atin	Revise draft approval and vesting order.	1.70	739.50
06/30/26	A. Stirling	Review filing materials; comment on same; conference call with [REDACTED].	2.20	1,947.00
06/30/26	S. Brown-Okruhlik	Review case law re third party releases; call with T. Weerasooriya regarding releases in draft order; emails regarding draft motion materials; final review of motion materials; page flip call with McMillan group; email to [REDACTED].	1.90	1,558.00
06/30/26	T.N. Weerasooriya	Final negotiation and settlement of subscription agreement; review and comment on 2nd report; [REDACTED]; comments on NOM and orders; finalize for service.	5.30	4,849.50

July 24, 2026	Matter # 326489	Invoice # 1405792
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Date	Name	Description of Services	Hours	Amount
06/30/26	J. Landau	Review and finalize Second Report and compile all exhibits; review and finalize notice of motion, approval and reverse vesting order and claims procedure order; compile motion record; instruct M. Dalli to complete motion record index; call with team regarding finalizing and service; serve motion record on Service List; serve confidential appendix to court.	3.80	2,736.00
06/30/26	S. Atin	Revise service list and circulate to [REDACTED].	0.30	130.50
06/30/26	S. Atin	Attend internal call with T. Weerasooriya, S. Brown-Okruhlik and J. Landau to review and finalize motion record.	0.80	348.00
06/30/26	S. Atin	Prepare and finalize various motion materials for service; assist J. Landau with compiling motion record.	3.90	1,696.50
06/30/26	S. Atin	Attend internal call with T. Weerasooriya and J. Landau to discuss motion materials.	0.70	304.50
Total			164.30	\$128,189.00

ACCOUNT DETAILS - FLAT FEES

Name	Description of Services	Amount
D. Lauria	Draft articles of incorporation for HoldCo 1 Ontario Inc.; draft consent to act as first director; send to Laura Giesbrecht.	875.00
D. Lauria	Draft articles of incorporation for HoldCo 2 Ontario Inc.; draft consent to act as first director; send to Laura Giesbrecht.	875.00
Total		\$1,750.00

DISBURSEMENTS - NON TAXABLE

Date	Description	Amount
05/13/26	Royal Bank Visa - Royal Bank Visa/Invoice#: S.Y.MAY04-JUNE03 2026/Mag - Civil Efiling/Motion Record/May 13, 2026	339.00
Total		\$339.00

DISBURSEMENTS - TAXABLE

Date	Description	Amount
06/22/2026	Oncorp Direct Inc. - (NUMBERED CORPORATION) INC.	6.80
06/22/2026	Oncorp Direct Inc. - (NUMBERED CORPORATION) INC.	6.80
Total		\$13.60
HST		\$1.77
Total Disbursements and Taxes		\$354.37

TOTAL FEES AND DISBURSEMENTS	\$130,291.60
HST	\$16,893.84
TOTAL	\$147,185.44

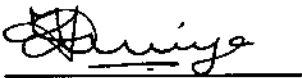
GST # R119428555
QST # 1210248273
PST # 1013-7603

August 31, 2026	Matter # 326489	Invoice # 1408540
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Richter Inc.
181 Bay St. #3510
Bay Wellington Tower
Toronto, ON M5J 2T3
Canada

ATTENTION: Karen Kimel

PRIVILEGED AND CONFIDENTIAL



T.N. Weerasooriya

RE: Synaptive receivership

For professional services rendered to July 31, 2026, in connection with the above matter.

PAYMENT DUE ON RECEIPT

	Amount
Professional services rendered	108,828.20
Disbursements - Non Taxable	26.00
Disbursements - Taxable	164.75
Total Fees and Disbursements	109,018.95
HST	14,169.08
Balance Due:	CAD \$123,188.03

PAYMENT OPTIONS**Invoice #**
1408540**Amount**
\$123,188.03 CAD**Wires Originating from
Canada**Bank: 003
Transit: 00002
Account CAD: 0004200
Account USD: 4057501**Wires Originating from
US**SWIFT: ROYCCAT2
Routing: 000300002
Account CAD: 0004200
Account USD: 4057501**International
Wires**SWIFT: ROYCCAT2
CAD Currency: 000020004200
USD Currency: 000024057501**Please send payment details to finance@mcmillan.ca and include your Invoice Number(s)**

Beneficiary Name: McMillan LLP

**Payment by
Cheque**Payment is due on receipt of this invoice.
Interest will be charged at an annual rate
of 18% on overdue accounts.

Beneficiary Bank Address:

Royal Bank of Canada
Main Branch – 200 Bay Street
Toronto, Ontario M5J 2J5 CanadaPlease mail cheques to:
McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3 CanadaWe do not accept payments via Internet
email transfer.

SUMMARY OF HOURLY FEES

Name	Service Area	Hourly Rate	Hours	Amount
Annibale, J.Jason	Advocacy & Employment	915.00	0.50	457.50
Weerasooriya, Tushara N.	Financial Services	915.00	49.20	45,018.00
Levine, Jeffrey	Advocacy & Employment	885.00	0.80	708.00
Stirling, Andrew	Tax	885.00	0.50	442.50
Brown-Okruhlik, Stephen	Advocacy & Employment	820.00	31.00	25,420.00
Giesbrecht, Laura	Business Law	800.00	6.60	5,280.00
Eng, Melodie	Commercial Real Estate	800.00	0.80	640.00
Landau, Jasmine	Advocacy & Employment	720.00	13.70	9,864.00
Dunn, Kaileigh	Business Law	515.00	1.30	669.50
Atin, Spencer	Financial Services	435.00	45.30	19,705.50
Tyrrell, S.J.	Financial Services	360.00	0.30	108.00
Lauria, Diana	Business Law	322.00	1.60	515.20
Total			151.60	\$108,828.20

SUMMARY OF DISBURSEMENTS

Description of Services	Amount
Agency Fees and Disbursements	147.75
Government Source Fee	26.00
Searches	17.00
Total	\$190.75

ACCOUNT DETAILS - HOURLY FEES

Date	Name	Description of Services	Hours	Amount
07/01/26	T.N. Weerasooriya	Emails from [REDACTED] regarding [REDACTED].	0.20	183.00
07/01/26	J. Landau	Revise draft factum and update as based on final subscription agreement.	1.00	720.00
07/02/26	T.N. Weerasooriya	Review and finalize factum for filing; responding to requests for changes from stakeholders to ARVO; instructions to L. Giesbrecht regarding incorporation of residual cos; call with [REDACTED].	3.10	2,836.50
07/02/26	S. Brown-Okruhlik	Draft factum for sale approval motion; instructions and discussions with J. Landau regarding same; emails and discussions with McMillan group regarding same.	4.20	3,444.00
07/02/26	S. Atin	Review release language from CCAA approval and reverse vesting order; prepare summary for S. Brown-Okruhlik comparing release language between CCAA and receivership ARVO's and analysis of J. Dietrich's endorsement in the CCAA proceedings.	1.50	652.50

August 31, 2026		Matter # 326489	Invoice # 1408796	
Date	Name	Description of Services	Hours	Amount
07/02/26	S. Atin	Correspond with [REDACTED] procedure order regarding [REDACTED].	0.50	217.50
07/02/26	J. Landau	Review all cases cited and supplement with research on negative notice claims process orders within receiverships; finalize factum per comments; complete all footnote references and authorities.	6.00	4,320.00
07/03/26	T.N. Weerasooriya	Final comments on factum; drafting [REDACTED]; emails to and from A. Stirlin [REDACTED].	4.50	4,117.50
07/03/26	S. Brown-Okruhlik	Review and comment on final draft factum; emails regarding same with J. Landau.	0.80	656.00
07/03/26	J. Landau	Update factum per comments received; finalize factum footnotes and references; coordinate delivery of confidential record to court; update service list and serve factum; call with [REDACTED]; emails with S. Brown-Okruhlik regarding lien matter.	3.20	2,304.00
07/03/26	S. Atin	Prepare claims notice packages for the junior noteholders.	1.80	783.00
07/05/26	T.N. Weerasooriya	Revise [REDACTED].	0.70	640.50
07/06/26	J.J. Annibale	Provide advice related to whether contractor lien binds landlord interest, secured priorities against the lease, and other related matters.	0.50	457.50
07/06/26	T.N. Weerasooriya	Call with S. Brown-Okruhlik regarding [REDACTED] landlord counsel regarding changes to ARVO; emails to and from BLG team regarding same; instructions to S. Atin regarding claims process letters.	2.40	2,196.00
07/06/26	S. Brown-Okruhlik	Emails with T. Weerasooriya; reviewing leasehold lien claim of Heritage contractor; reviewing lease and [REDACTED] emails from landlord counsel; call with J. Annibale regarding same issue; call with K. Kimel regarding communication with [REDACTED].	3.30	2,706.00
07/06/26	S. Atin	Prepare notice forms for junior noteholder claimants pursuant to the claims procedure and distribution order.	0.80	348.00
07/06/26	S. Atin	Corresponding with J. Landau and M. Dalli regarding access to Case Centre.	0.60	261.00
07/06/26	S. Atin	Revise draft orders to reflect updated information regarding residualcos; circulating said orders to T. Weerasooriya and S. Brown-Okruhlik for review.	0.80	348.00
07/07/26	T.N. Weerasooriya	Discuss changes to order requested by [REDACTED]; review and revise same; instructions to S. Atin regarding service of revised orders; call with S. Brown-Okruhlik to prepare for approval hearing.	2.30	2,104.50
07/07/26	L. Giesbrecht	Review draft closing agenda and email to buyer's counsel regarding same.	0.30	240.00
07/07/26	S. Brown-Okruhlik	Review Heritage construction lien issue and related statute; emails with T. Weerasooriya regarding same; emails with [REDACTED]; emails with J. Landau regarding ARVO motion.	2.40	1,968.00

August 31, 2026		Matter # 326489	Invoice # 1408797	
Date	Name	Description of Services	Hours	Amount
07/07/26	S. Atin	Finalize draft approval and reverse vesting order for service; prepare service email with attached order; upload draft order to case centre and filing through the portal.	1.90	826.50
07/07/26	S. Atin	Prepare notice letters for each of the junior noteholder claimants; revise letters pursuant to Richter's comments.	1.00	435.00
07/08/26	J. Levine	Conference with S. Atin regarding preparation of additional motion materials.	0.80	708.00
07/08/26	T.N. Weerasooriya	Attend at court for sale order; revising order and settling language with [REDACTED]; revise subscription agreement; draft supplement to second report of the receiver; various calls with [REDACTED].	6.80	6,222.00
07/08/26	L. Giesbrecht	Finalize review of closing agenda and email to BLG regarding same.	0.70	560.00
07/08/26	S. Brown-Okruhlik	Prepare for and attending ARVO motion; call regarding revisions to order; emails and call regarding revised materials and reappearance; review revised orders and subscription agreement and providing comment on same.	6.80	5,576.00
07/08/26	S. Atin	Upload all served materials to case centre.	0.40	174.00
07/08/26	S. Atin	Correspond with T. Weerasooriya and S. Brown-Okruhlik regarding the status of materials to be served and filed in advance of the July 9 hearing.	0.90	391.50
07/08/26	S. Atin	Attend call with J. Levine to discuss and arrange for the finalizing of service materials; prepare service email.	1.10	478.50
07/08/26	S. Atin	Finalize the amended and restated subscription agreement; append said agreement to supplemental report of the receiver.	0.80	348.00
07/08/26	S. Atin	Attend call with [REDACTED] following the hearing.	0.60	261.00
07/08/26	S. Atin	Attend sale and reverse vesting approval motion; circulate [REDACTED] during the motion.	0.80	348.00
07/08/26	S. Atin	Prepare a participant information slip in advance of the hearing.	0.60	261.00
07/08/26	S. Atin	Attend call [REDACTED] prior to the sale approval motion.	0.50	217.50
07/08/26	S. Atin	Review court reports of proceedings that involved a two residualco structure in order to find a justification for such a structure.	1.70	739.50
07/08/26	S. Atin	Revise the draft orders to reflect the change to a single residualco structure.	0.80	348.00
07/08/26	S. Atin	Corresponding with J. Levine with respect to preparing a brief of additional authorities.	0.50	217.50
07/09/26	T.N. Weerasooriya	Re-attend at court and argue landlord concerns; revising order and attempting to settle terms with Purchaser and Landlord; draft email to judge regarding remain dispute; various emails and calls with Purchaser's counsel and counsel to the Landlord.	4.10	3,751.50
07/09/26	S. Brown-Okruhlik	Prepare for adjourned ARVO motion; calls with T. Weerasooriya and purchaser group regarding same; attending motion; call to complete further revisions requested by Court; emails with landlord's counsel regarding final order terms; correspondence with court regarding same;	2.20	1,804.00
07/09/26	S. Atin	Reviewing correspondence from [REDACTED] reviewing [REDACTED] r an MRI system.	1.60	696.00

August 31, 2026		Matter # 326489	Invoice # 1408798	
Date	Name	Description of Services	Hours	Amount
07/09/26	S. Atin	Attending pre-hearing call with Globus' counsel and Receiver.	0.50	217.50
07/09/26	S. Atin	Reviewing recent RVOs granted in Ontario for language regarding counterparty rights under a retained contract; Circulating said RVOs to T. Weerasooriya.	0.70	304.50
07/09/26	S. Atin	Attending hearing for sale approval and reverse vesting order motion.	0.60	261.00
07/10/26	T.N. Weerasooriya	Review question from the judge; draft response regarding same; various emails from Landlord's counsel; call with Purchaser's counsel; review final orders.	1.80	1,647.00
07/10/26	S. Brown-Okruhlik	Emails with Court regarding request from Dietrich J. regarding landlord complaint; call and emails with T. Weerasooriya regarding same;	0.50	410.00
07/10/26	S. Atin	Revising claims and distribution order to correct title of proceedings; circulating corrected order to Court Registrar.	0.60	261.00
07/10/26	S. Atin	Review the [REDACTED]; prepare a summary of said orders to T. Weerasooriya.	1.10	478.50
07/13/26	T.N. Weerasooriya	Closing organization call with L. Giesbrecht and S. Atin; instructions regarding changes to closing agenda.	0.40	366.00
07/13/26	S. Brown-Okruhlik	Email to court regarding non-receipt of issued claims order; email to [REDACTED]; email lifting stay for [REDACTED]; email to court regarding issued orders; email to [REDACTED]; reviewing accounting document provided by counsel for HCS.	1.00	820.00
07/13/26	S. Atin	Correspond with T. Weerasooriya and S. Brown-Okruhlik regarding the issued ARVO and endorsements of the court; circulate said order and endorsements to Richter.	0.80	348.00
07/13/26	S. Atin	Draft service email for the approval and reverse vesting order, claims procedure order and endorsements.	0.50	217.50
07/13/26	S. Atin	Review [REDACTED].	1.00	435.00
07/14/26	T.N. Weerasooriya	Dealing with [REDACTED] reviewing emails to D. Fridmar; correspond with G [REDACTED].	2.40	2,196.00
07/14/26	S. Brown-Okruhlik	Call with K. Kimmel and T. Weerasooriya regarding lien claimant, WEPPA issues and other status items; call with J. Landau regarding [REDACTED]; emails regarding correcting court order; instructing J. Landau regarding same.	1.90	1,558.00
07/14/26	J. Landau	Call with T. Weerasooriya and S. Brown-Okruhlik regarding [REDACTED]; review file for motion materials regarding change in order; call with S. Atin regarding [REDACTED]; email to S. Brown-Okruhlik regarding senior note citation.	0.70	504.00
07/15/26	S. Brown-Okruhlik	Review rules and precedent regarding amending order; call with EDC's counsel regarding same.	0.50	410.00
07/15/26	T.N. Weerasooriya	Review and consider requirement to [REDACTED]; call with K. Kimel regarding changes to the regulatory manuals and approach for Synaptive approval.	0.90	823.50

August 31, 2026		Matter # 326489	Invoice # 1408749	
Date	Name	Description of Services	Hours	Amount
07/15/26	J. Landau	Provide precedent of affidavit in order change motion to S. Brown-Okruhlik.	0.20	144.00
07/15/26	S. Atin	Discuss with T. Weerasooriya the inquiry from [REDACTED].	0.40	174.00
07/15/26	S. Atin	Corresponding with [REDACTED].	0.80	348.00
07/15/26	S. Atin	Updating service list to add sub-trades for the final discharge motion.	0.60	261.00
07/16/26	T.N. Weerasooriya	Review and comment on closing agenda; instructions to L. Gisbrecht regarding drafting of balance of closing documents; call with BLG regarding closing mechanics and outstanding issues.	1.90	1,738.50
07/16/26	S. Brown-Okruhlik	Discussion with J. Landau regarding status of Heritage lien review; call with [REDACTED] emails with HCS counsel regarding draft [REDACTED]; email to K. Kimmel regarding books and records [REDACTED].	1.80	1,476.00
07/16/26	L. Giesbrecht	Prepare for and attend call with buyer's call regarding closing matters.	0.60	480.00
07/16/26	J. Landau	Meeting with D. [REDACTED]; emails with K. Kimmel regarding Heritage lien information.	1.00	720.00
07/16/26	S. Atin	Reviewing Heritage invoices and work orders circulated by D. Fridmar.	1.20	522.00
07/17/26	T.N. Weerasooriya	Emails to and from BLG regarding closing document preparation.	0.10	91.50
07/17/26	S. Brown-Okruhlik	Emails with [REDACTED].	0.40	328.00
07/17/26	L. Giesbrecht	Receive, review and respond to emails regarding transaction matters.	0.20	160.00
07/17/26	S. Atin	Reviewing statutory declaration circulated by HCS to ensure it matches the accepted proposed language.	0.80	348.00
07/17/26	S. Atin	Updating action item tracker list to reflect pending payment of BNS funds to HCS and amendment to the Claims and Distribution Order; advising S. Brown-Okruhlik of said updates.	0.70	304.50
07/17/26	S. Atin	Reviewing Synaptive Directors Resignations and saving each to DMS.	0.60	261.00
07/17/26	J. Landau	Emails with S. Brown-Okruhlik and K. Kimmel regarding lien matters.	0.30	216.00
07/17/26	D. Lauria	Draft articles of dissolution for [REDACTED]; send to L. Giesbrecht.	0.60	193.20
07/20/26	T.N. Weerasooriya	Review final statutory declaration; review and update insurance status chart and circulate to BLG; calls with K. Kimmel regarding release of changes to manual and sign-off terms of contractors.	1.10	1,006.50
07/20/26	S. Atin	Reviewing statutory declaration to confirm whether we have received the email address for each subcontractor and supplier; Informing S. Brown-Okruhlik of the missing email addresses.	0.80	348.00
07/20/26	J. Landau	Email regarding next available court date.	0.10	72.00

August 31, 2026		Matter # 326489	Invoice # 1408240	
Date	Name	Description of Services	Hours	Amount
07/21/26	A. Stirling	Reviewing correspondence regarding dissolution of one of the ResidualCos; discussion with T. Weerasooriya regarding same.	0.50	442.50
07/21/26	T.N. Weerasooriya	Obtain director resignations from Torsys; instructions to S. Atin regarding closing folders; review email regarding construction lien.	0.50	457.50
07/21/26	S. Brown-Okruhlik	Email traffic [REDACTED]	0.30	246.00
07/21/26	J. Landau	Review [REDACTED]	0.70	504.00
07/21/26	S. Atin	Discussing with J. Landau the B [REDACTED].	0.70	304.50
07/21/26	S. Atin	Attending call with K. Dunn to discuss closing folders and upload of Directors Resignations.	0.30	130.50
07/21/26	S. Atin	Corresponding with T. Weerasooriya, L. Giesbrecht and K. Dunn regarding [REDACTED] to closing folders.	0.90	391.50
07/21/26	K. Dunn	Correspond with S. Atin and L. Giesbrecht regarding director resignation documents.	0.30	154.50
07/22/26	T.N. Weerasooriya	Emails to and from K. Kimel regarding amendments to manuals; call with A. McFarlane regarding intro to Pacer.	0.30	274.50
07/22/26	S. Brown-Okruhlik	Reviewing update email from S. Atin; emails regarding [REDACTED]; reviewing draft order circulated by A. Hatnay;	0.70	574.00
07/22/26	L. Giesbrecht	Confer with T. Weerasooriya regarding closing matters; review and revise draft closing documents and instruct McMillan team regarding same.	1.10	880.00
07/22/26	S. Atin	Corresponding with L. Giesbrecht regarding the final Amended and Restated Subscription Agreement; circulating said agreement to L. Giesbrecht.	0.40	174.00
07/22/26	S. Atin	Preparing Receiver's Certificate for the RVO transaction; circulating said certificate to L. Giesbrecht.	0.90	391.50
07/22/26	S. Atin	Corresponding with L. Giesbrecht regarding certain closing items; Reviewing closing agenda.	0.80	348.00
07/23/26	T.N. Weerasooriya	Review and comment on transfer agreement and changes to receiver's certificate; emails to and from BLG regarding same.	0.60	549.00
07/23/26	L. Giesbrecht	Draft transfer and assignment agreement and email to T. Weerasooriya regarding same.	0.60	480.00
07/23/26	S. Brown-Okruhlik	Correspondence with various parties regarding WEPPA issues; drafting email to AG; drafting letters to employee groups; emails with T. Weerasooriya and K. Kimel regarding same.	1.80	1,476.00
07/23/26	S. Atin	Reviewing correspondence from L. Scala regarding [REDACTED] document to reflect said correspondence.	0.80	348.00
07/24/26	L. Giesbrecht	Revise transfer and assignment agreement per comments and email to BLG regarding outstanding closing documents (including transfer and assignment agreement).	0.30	240.00

August 31, 2026		Matter # 326489	Invoice # 14085401	
Date	Name	Description of Services	Hours	Amount
07/27/26	T.N. Weerasooriya	Following [REDACTED] [REDACTED]	0.70	640.50
07/27/26	L. Giesbrecht	Review and revise transfer agreement and instruct K. Dunn regarding review of [REDACTED].	0.30	240.00
07/27/26	S. Brown-Okruhlik	Emails with T. Weerasooriya and [REDACTED] [REDACTED]; reviewing same; emails with S. Atin regarding various issues; email to K. Kimel regarding same.	0.60	492.00
07/27/26	M. Eng	Review and respond to T. Weerasooriya regarding sublease precedent.	0.20	160.00
07/27/26	S. Atin	Reviewing proposed work orders from Deloitte.	0.30	130.50
07/27/26	S. Atin	Corresponding with [REDACTED] regarding the contact information for [REDACTED].	0.70	304.50
07/27/26	S. Atin	Corresponding with S. Brown-Okruhlik regarding outstanding contact information for [REDACTED] [REDACTED] capturing said information.	0.90	391.50
07/27/26	K. Dunn	Review and revise bring-down certificate.	0.30	154.50
07/27/26	D. Lauria	Review [REDACTED] [REDACTED]; draft necessary resolutions and share certificates; send to L. Giesbrecht.	1.00	322.00
07/28/26	T.N. Weerasooriya	Internal call regarding Synaptive closing mechanics; emails to and from [REDACTED] for London location; calls with K. Kimel regarding required transition matters.	2.70	2,470.50
07/28/26	L. Giesbrecht	Confer with T. Weerasooriya and S. Atin regarding closing matters; review and revise closing agenda and draft documents; draft sublease agreement and email exchanges regarding same.	1.20	960.00
07/28/26	S. Atin	Compiling signed documents; uploading said documents to DMS and Closing Folders.	0.70	304.50
07/28/26	S. Atin	Attending call with T. Weerasooriya and L. Giesbrecht to discuss closing items.	0.50	217.50
07/28/26	K. Dunn	Review revisions to annual resolutions; further revise bring-down certificates for consistency and prepare execution copies.	0.70	360.50
07/29/26	T.N. Weerasooriya	Call with J. Landau and S. Brown-Okruhlik regarding [REDACTED] [REDACTED]; call with [REDACTED] [REDACTED]; finalizing closing matters.	2.00	1,830.00
07/29/26	T.N. Weerasooriya	Revising draft landlord sublease; emails to and from M. Ng regarding same; circulate revised draft to BLG team for review.	2.10	1,921.50
07/29/26	S. Brown-Okruhlik	Call with McMillan group regarding [REDACTED] [REDACTED]; emails with K. Kimel regarding same.	0.80	656.00
07/29/26	M. Eng	Review and respond to email from T. Weerasooriya; review and comment on draft sublease.	0.60	480.00
07/29/26	S. Atin	Corresponding with T. Weerasooriya and L. Giesbrecht regarding the respective status of various closing and pre-closing items.	0.40	174.00
07/29/26	J. Landau	Call with T. Weerasooriya and S. Brown-Okruhlik regarding Heritage lien matter and [REDACTED] [REDACTED]	0.50	360.00

August 31, 2026	Matter # 326489	Invoice # 1408540 802
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Date	Name	Description of Services	Hours	Amount
07/29/26	S. Atin	Uploading various pre-closing and closing documents to DMS and Closing Folders.	0.60	261.00
07/29/26	S. Atin	Reviewing Closing Folders for outstanding items to be uploaded by Purchaser's counsel.	0.80	348.00
07/30/26	S. Brown-Okruhlik	Reviewing emails from [REDACTED] regarding [REDACTED] claim; reviewing spreadsheet provided by Nicole regarding TI payments; [REDACTED].	1.00	820.00
07/30/26	T.N. Weerasooriya	Dealing with finalizing closing documents; drafting flow of funds; calls with [REDACTED] regarding [REDACTED] s and changes to receiver's certificate; closing call with BLG team.	3.00	2,745.00
07/30/26	T.N. Weerasooriya	Revising and settling landlord [REDACTED]; revise sublease to reflect funding amounts and security deposit; emails to and from [REDACTED].	3.10	2,836.50
07/30/26	L. Giesbrecht	Attend to closing matters, including review and revise draft documents and respond to emails regarding same.	0.90	720.00
07/30/26	S. Atin	Corresponding with Purchaser's counsel regarding various documents uploaded in Closing Folders.	0.40	174.00
07/30/26	S. Atin	Corresponding with T. Weerasooriya, L. Giesbrecht, [REDACTED]; arranging for execution of said documents.	0.80	348.00
07/30/26	S. Atin	Preparing a signature package for all documents to be signed by Receiver in connection with the transaction.	0.70	304.50
07/31/26	T.N. Weerasooriya	Draft form of email to landlords for receiver to send regarding consents to sublease; finalize sublease terms and circulate same.	0.50	457.50
07/31/26	T.N. Weerasooriya	Emails to and from [REDACTED] regarding extension of closing fund receipt to August 4; emails to and from BLG team regarding same.	1.00	915.00
07/31/26	L. Giesbrecht	Coordinate closing matters; receive, review and respond to emails regarding same.	0.40	320.00
07/31/26	S. Atin	Finalizing execution versions of closing documents; compiling signature pages; uploading executed documents to DMS and Closing Folders.	1.20	522.00
07/31/26	S. Atin	Arranging for certificate of status for Synaptive Medical Inc.	0.20	87.00
07/31/26	S. Atin	Corresponding with T. Weerasooriya, L. Giesbrecht and Purchaser's counsel regarding status of various closing items.	1.40	609.00
07/31/26	S.J. Tyrrell	Emails to and from S. Atin regarding Ontario certificate of status.	0.10	36.00
07/31/26	S.J. Tyrrell	Order and review Ontario certificate of status.	0.20	72.00
Total			151.60	\$108,828.20

DISBURSEMENTS - NON TAXABLE

Date	Description	Amount
07/27/26	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	26.00
Total		\$26.00

August 31, 2026	Matter # 326489	Invoice # 1408540
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DISBURSEMENTS - TAXABLE

Date	Description	Amount
07/03/2026	Reliable Process Servers Inc. - /116746/Payment to Reliable Process Servers Inc. (Invoice #116746) for filing of confidential material with the Court.	147.75
07/06/2026	Oncorp Direct Inc. - (NUMBERED CORPORATION) INC.	6.80
07/27/2026	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	10.20
Total		\$164.75
HST		\$21.42
Total Disbursements and Taxes		\$212.17
TOTAL FEES AND DISBURSEMENTS		\$109,018.95
HST		\$14,169.08
TOTAL		\$123,188.03

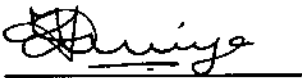
GST # R119428555
QST # 1210248273
PST # 1013-7603

September 10, 2026	Matter # 326489	Invoice # 1409379
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Richter Inc.
181 Bay St. #3510
Bay Wellington Tower
Toronto, ON M5J 2T3
Canada

ATTENTION: Karen Kimel

PRIVILEGED AND CONFIDENTIAL



T.N. Weerasooriya

RE: Synaptive receivership

For professional services rendered to August 31, 2026, in connection with the above matter.

PAYMENT DUE ON RECEIPT

	Amount
Professional services rendered	12,040.50
Disbursements - Non Taxable	965.00
Disbursements - Taxable	10.20
Total Fees and Disbursements	13,015.70
HST	1,566.59
Balance Due:	CAD \$14,582.29

UNPAID INVOICES

Invoice #	Invoice Date	Original Amount	Open Amount	Currency
1409379	09/10/26	\$14,582.29	\$14,582.29	CAD
1408540	08/31/26	\$123,188.03	\$123,188.03	CAD

AGING OF UNPAID INVOICES

Current	61-90 days	91-180 days	181+ days	Total Due	Currency
\$137,770.32	\$0.00	\$0.00	\$0.00	\$137,770.32	CAD

Please note the Unpaid Invoices above only reflect the outstanding invoices issued in the past 2 years.

PAYMENT OPTIONS

Invoice #
1409379

Amount
\$14,582.29 CAD

Wires Originating from
Canada

Bank: 003
Transit: 00002
Account CAD: 0004200
Account USD: 4057501

Wires Originating from
US

SWIFT: ROYCCAT2
Routing: 000300002
Account CAD: 0004200
Account USD: 4057501

International
Wires

SWIFT: ROYCCAT2
CAD Currency: 000020004200
USD Currency: 000024057501

Please send payment details to finance@mcmillan.ca and include your Invoice Number(s)

Beneficiary Name: McMillan LLP

Beneficiary Bank Address:

Royal Bank of Canada
Main Branch – 200 Bay Street
Toronto, Ontario M5J 2J5 Canada

Payment by
Cheque

Please mail cheques to:
McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3 Canada

Payment is due on receipt of this invoice.
Interest will be charged at an annual rate
of 18% on overdue accounts.

We do not accept payments via Internet
email transfer.

SUMMARY OF HOURLY FEES

Name	Service Area	Hourly Rate	Hours	Amount
Weerasooriya, Tushara N.	Financial Services	915.00	7.60	6,954.00
Brown-Okruhlik, Stephen	Advocacy & Employment	820.00	1.30	1,066.00
Giesbrecht, Laura	Business Law	800.00	1.60	1,280.00
Atin, Spencer	Financial Services	435.00	6.30	2,740.50
Total			16.80	\$12,040.50

SUMMARY OF DISBURSEMENTS

Description of Services	Amount
Filing Fees	939.00
Government Source Fee	26.00
Searches	10.20
Total	\$975.20

ACCOUNT DETAILS - HOURLY FEES

Date	Name	Description of Services	Hours	Amount
08/01/26	T.N. Weerasooriya	Reviewing Globus [REDACTED]; respond to K. Kimel regarding same.	0.40	366.00
08/04/26	T.N. Weerasooriya	Responding to [REDACTED]; review comments from Landlord team; circulate same to purchaser; instructions to L. Giesbrecht regarding revisions to subleas.	1.80	1,647.00
08/04/26	L. Giesbrecht	Receive, review and respond to emails re: [REDACTED]	0.80	640.00
08/04/26	S. Brown-Okruhlik	Emails re: [REDACTED] review and comments on draft affidavit for filing receiver's certificate re: RVO.	0.50	410.00
08/04/26	S. Atin	Updating tracker document of outstanding action items.	0.60	261.00
08/04/26	S. Atin	Corresponding with S. Brown-Okruhlik re: supporting affidavit in [REDACTED].	0.50	217.50
08/04/26	S. Atin	Corresponding with T. Weerasooriya, L. Giesbrecht and Purchaser's counsel regarding delivery of Receiver's certificate and other closing documents.	0.80	348.00
08/04/26	S. Atin	Prepare supporting affidavit for filing of [REDACTED] with the court.	0.90	391.50
08/04/26	S. Atin	Finalize Receiver's closing documents to reflect updated closing date of [REDACTED] Folders.	0.90	391.50
08/04/26	S. Atin	Attend Teams call with S. Brown-Okruhlik to discuss preparation of Receiver's certificate.	0.30	130.50

September 10, 2026	Matter # 326489	Invoice # 1409807
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Date	Name	Description of Services	Hours	Amount
08/05/26	S. Brown-Okruhlik	Correspondence regarding filing of receiver's certificate.	0.10	82.00
08/05/26	S. Atin	Execute and finalize affidavit to accompany [REDACTED].	0.50	217.50
08/06/26	S. Brown-Okruhlik	Emails from AG and with [REDACTED].	0.30	246.00
08/06/26	T.N. Weerasooriya	Emails to and from [REDACTED]; review [REDACTED]; circulate same to BLG team; review update email from London landlord; circulating minute book to S. Nguyen.	1.40	1,281.00
08/10/26	T.N. Weerasooriya	Dealing with [REDACTED]; finalizing Mississauga sublease.	0.70	640.50
08/11/26	L. Giesbrecht	Review and revise lease per comments from landlord and Globus; email to Globus team and client re: same.	0.20	160.00
08/11/26	T.N. Weerasooriya	Review email regarding WEPPA from [REDACTED] regarding same; emails to and from [REDACTED].	0.60	549.00
08/12/26	L. Giesbrecht	Review, revise and finalize sublease documentation to reflect comments from landlord and purchaser; email exchanges with purchaser and landlord teams re: same.	0.60	480.00
08/12/26	T.N. Weerasooriya	Draft email to [REDACTED]; further exchanges regarding same; obtain confirmation of lifting of [REDACTED] S.	0.80	732.00
08/13/26	T.N. Weerasooriya	London sublease follow-up; follow-up regarding [REDACTED]; review and respond to payment provided email from Receiver.	0.30	274.50
08/14/26	T.N. Weerasooriya	Emails to and from Miss. landlord finalizing sublease; review and respond to [REDACTED].	0.80	732.00
08/17/26	S. Brown-Okruhlik	Emails with S. Atin and D. Leslie [REDACTED]; review revised cert; emails regarding filing through portal.	0.40	328.00
08/17/26	T.N. Weerasooriya	Finalizing London sublease.	0.20	183.00
08/17/26	S. Atin	Prepare affidavit regarding amended receiver's certificate; correspond with S. Brown-Okruhlik regarding said affidavit.	1.80	783.00
08/24/26	T.N. Weerasooriya	Emails to [REDACTED]; call with [REDACTED]; respond to Fasken team regarding same.	0.50	457.50
08/27/26	T.N. Weerasooriya	Call with [REDACTED] regarding Synaptive CCAA WEPPA appeal.	0.10	91.50
Total			16.80	\$12,040.50

DISBURSEMENTS - NON TAXABLE

Date	Description	Amount
07/02/26	Royal Bank Visa - Royal Bank Visa/Invoice#: S.Z.JUL4-AUG3,2026/Mgs-Business Name Reg//1001665947 Ontario Inc. - Incorporation/Jul 02, 2026	300.00
07/03/26	Royal Bank Visa - Royal Bank Visa/Invoice#: S.Z.JUL4-AUG3,2026/Mgs-Business Name Reg//1001665935 Ontario Inc. - Incorporation/Jul 03, 2026	300.00
07/07/26	Royal Bank Visa - Royal Bank Visa/Invoice#: S.Y.JULY04-AUG03 2026/Mag - Civil Efiling/Motion Record/Jul 07, 2026	339.00

September 10, 2026		Matter # 326489	Invoice # 14092798
08/03/26	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.		26.00
Total			\$965.00
DISBURSEMENTS - TAXABLE			
Date	Description	Amount	
08/03/2026	Oncorp Direct Inc. - SYNAPTIVE MEDICAL INC.	10.20	
Total			\$10.20
HST			\$1.33
Total Disbursements and Taxes			\$976.53
TOTAL FEES AND DISBURSEMENTS			\$13,015.70
HST			\$1,566.59
TOTAL			\$14,582.29

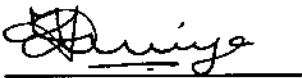
GST # R119428555
QST # 1210248273
PST # 1013-7603

October 14, 2026	Matter # 326489	Invoice # 1412271
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Richter Inc.
181 Bay St. #3510
Bay Wellington Tower
Toronto, ON M5J 2T3
Canada

ATTENTION: Karen Kimel

PRIVILEGED AND CONFIDENTIAL



T.N. Weerasooriya

RE: Synaptive receivership

For professional services rendered to September 30, 2026, in connection with the above matter.

PAYMENT DUE ON RECEIPT

	Amount
Professional services rendered	26,210.00
HST	3,407.30
Balance Due:	<u>CAD \$29,617.30</u>

UNPAID INVOICES

Invoice #	Invoice Date	Original Amount	Open Amount	Currency
1412271	10/14/26	\$29,617.30	\$29,617.30	CAD
1409379	09/10/26	\$14,582.29	\$14,582.29	CAD

AGING OF UNPAID INVOICES

Current	61-90 days	91-180 days	181+ days	Total Due	Currency
\$44,199.59	\$0.00	\$0.00	\$0.00	\$44,199.59	CAD

Please note the Unpaid Invoices above only reflect the outstanding invoices issued in the past 2 years.

PAYMENT OPTIONS		Invoice # 1412271	Amount \$29,617.30 CAD
	Wires Originating from Canada		Wires Originating from US
Bank: 003 Transit: 00002 Account CAD: 0004200 Account USD: 4057501		SWIFT: ROYCCAT2 Routing: 000300002 Account CAD: 0004200 Account USD: 4057501	
			International Wires
			SWIFT: ROYCCAT2 CAD Currency: 000020004200 USD Currency: 000024057501
Please send payment details to finance@mcmillan.ca and include your Invoice Number(s)			
Beneficiary Name: McMillan LLP			Payment by Cheque
Beneficiary Bank Address:		Payment is due on receipt of this invoice. Interest will be charged at an annual rate of 18% on overdue accounts.	
Royal Bank of Canada Main Branch – 200 Bay Street Toronto, Ontario M5J 2J5 Canada		We do not accept payments via Internet email transfer.	
		Please mail cheques to: McMillan LLP Brookfield Place 181 Bay Street, Suite 4400 Toronto, Ontario M5J 2T3 Canada	

SUMMARY OF HOURLY FEES

Name	Service Area	Hourly Rate	Hours	Amount
Weerasooriya, Tushara N.	Financial Services	915.00	8.00	7,320.00
Levine, Jeffrey	Advocacy & Employment	885.00	0.50	442.50
Brown-Okruhlik, Stephen	Advocacy & Employment	820.00	8.60	7,052.00
Landau, Jasmine	Advocacy & Employment	720.00	9.00	6,480.00
Atin, Spencer	Financial Services	435.00	11.30	4,915.50
Total			37.40	\$26,210.00

ACCOUNT DETAILS - HOURLY FEES

Date	Name	Description of Services	Hours	Amount
09/01/26	T.N. Weerasooriya	Email from BLG team regarding [REDACTED].	0.10	91.50
09/02/26	T.N. Weerasooriya	Emails to and from BLG/Globus regarding extension of the [REDACTED]; call with K. Kimel regarding timing of discharge motion.	0.50	457.50
09/08/26	S. Brown-Okruhlik	Emails and call with T. Weerasooriya regarding [REDACTED]; email to A. Hatnay regarding same.	0.50	410.00
09/08/26	S. Brown-Okruhlik	Emails with K. Kimel regarding status of WEPP issues.	0.30	246.00
09/08/26	T.N. Weerasooriya	Calls with K. Kimel and S. Brown-Okruhlik regarding WEPPA claims denial and proposed responses.	0.70	640.50
09/09/26	T.N. Weerasooriya	Discussion with S. Brown-Okruhlik regarding discharge motion, WEPPA responses and Pacer claim.	0.70	640.50
09/10/26	T.N. Weerasooriya	Review emails from BLG regarding Pacer claim; review statement of claim and respond regarding same.	0.60	549.00
09/10/26	S. Brown-Okruhlik	Preparing for and attending call with K. Kimel regarding WEPPA refusals and other issues in receivership.	0.70	574.00
09/10/26	S. Atin	Attend call with T. Weerasooriya, S. Brown-Okruhlik and the Receiver to discuss next steps in preparation of the discharge motion.	0.90	391.50
09/11/26	S. Brown-Okruhlik	Drafting letters to Government of Canada counsel and from receiver to terminated employees regarding WEPP denials.	2.20	1,804.00
09/11/26	T.N. Weerasooriya	Correspondence with Pacer counsel regarding statement of claim and timing for call.	0.40	366.00
09/12/26	T.N. Weerasooriya	Dealing with Medi-Urge emails.	0.30	274.50
09/14/26	T.N. Weerasooriya	Call with Pacer team regarding claim; consider same and email BLG team regarding same; discuss Medi-Urge response with Receiver.	1.00	915.00
09/14/26	S. Brown-Okruhlik	Revising letter to counsel for Government regarding [REDACTED]; emails with K. Kimel regarding same; further emails regarding specific communications with [REDACTED]; delivering letter to F. Ahmed-Hassan; emails regarding [REDACTED]; receipt and review of [REDACTED] and [REDACTED] responding email.	1.50	1,230.00

October 14, 2026		Matter # 326489	Invoice # 14128712	
Date	Name	Description of Services	Hours	Amount
09/15/26	T.N. Weerasooriya	Review and discuss [REDACTED] provided by former employees; discuss same with Receiver.	0.60	549.00
09/15/26	J. Landau	Email to court regarding availability for motion.	0.10	72.00
09/15/26	S. Atin	Prepare [REDACTED].	2.80	1,218.00
09/16/26	S. Brown-Okruhlik	Emails with J. Landau regarding October 26 motion; review and edit [REDACTED] prepared by S. Atin.	1.20	984.00
09/16/26	J. Landau	Write to court regarding scheduling discharge motion; emails with team regarding scheduling.	0.20	144.00
09/16/26	S. Atin	Revise [REDACTED] pursuant to S. Brown-Okruhlik's comments.	1.10	478.50
09/17/26	T.N. Weerasooriya	Review and comment on [REDACTED]; instructions to S. Atin regarding delivery of same.	0.50	457.50
09/17/26	S. Atin	Finalize responding letter to MediUrge.	0.40	174.00
09/17/26	S. Atin	Correspond with T. Weerasooriya and S. Brown-Okruhlik regarding [REDACTED]; arrange for T. Weerasooriya's signature for said letter.	0.50	217.50
09/18/26	S. Brown-Okruhlik	Email traffic regarding October 26 court date.	0.10	82.00
09/18/26	J. Landau	Prepare confirmation form; email Court regarding form for discharge motion; emails with counsel to EDC regarding scheduling of motion; emails with team re motion confirmation form.	0.40	288.00
09/21/26	T.N. Weerasooriya	Discuss with S. Brown-Okruhlik regarding WEPPA litigation.	0.30	274.50
09/21/26	S. Brown-Okruhlik	Call with T. Weerasooriya regarding motion for discharge and other matters; emails with J. Landau regarding motion materials; emails with counsel for [REDACTED].	0.90	738.00
09/21/26	J. Landau	Review record and consult court file regarding appeal of WEPPA decision; email to S. Brown-Okruhlik regarding deadlines.	0.60	432.00
09/21/26	J. Landau	Write to court regarding confirming motion date and send updates to team and counsel; review rules for service and send calendar reminders; emails with S. Brown-Okruhlik regarding motion materials.	0.60	432.00
09/22/26	J. Landau	Prepare draft motion materials for discharge motion; meet with S. Brown-Okruhlik regarding materials; update draft fee affidavit from S. Atin.	1.30	936.00
09/22/26	S. Atin	Discuss preparation of fee affidavit for discharge motion with J. Landau.	0.40	174.00
09/22/26	S. Atin	Prepare draft fee affidavit of McMillan for discharge motion; arrange for all related invoices in connection with said affidavit.	2.10	913.50
09/23/26	S. Atin	Revise draft fee affidavit of McMillan for discharge motion.	0.90	391.50
09/23/26	J. Landau	Draft fee affidavit of K. Kimel; draft notice of motion for dismissal.	0.50	360.00
09/25/26	T.N. Weerasooriya	Emails to and from BLG regarding [REDACTED]; emails with K. Kimel regarding [REDACTED]; email from Medi-urge.	0.50	457.50
09/25/26	S. Brown-Okruhlik	Emails with counsel for Government; reviewing position letter [REDACTED]; emails regarding same.	0.40	328.00

October 14, 2026	Matter # 326489	Invoice # 14128713
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Date	Name	Description of Services	Hours	Amount
09/26/26	T.N. Weerasooriya	Emails to and from S. Brown-Okruhlik regarding [REDACTED].	0.90	823.50
09/29/26	S. Brown-Okruhlik	Call with BLG regarding upcoming motion and Receiver's position re [REDACTED].	0.40	328.00
09/29/26	T.N. Weerasooriya	Call with BLG regarding [REDACTED] at discharge motion.	0.30	274.50
09/29/26	J. Landau	Prepare draft fee affidavits, motion materials and orders for discharge motion.	1.30	936.00
09/30/26	J. Levine	Call with J. Landau regarding strategy for attending to amendment to distribution order.	0.50	442.50
09/30/26	S. Brown-Okruhlik	Emails with [REDACTED]; meeting with J. Landau regarding draft motion materials for discharge and other relief.	0.40	328.00
09/30/26	T.N. Weerasooriya	Managing [REDACTED]; call with BLG regarding retained contract deadline; review order provisions regarding notice.	0.60	549.00
09/30/26	J. Landau	Meet with S. Brown-Okruhlik regarding motion materials; research regarding amendment of previous distribution order; update notice of motion, fee affidavits, draft orders and other materials and send drafts to S. Brown-Okruhlik.	4.00	2,880.00
09/30/26	S. Atin	Correspond with J. Landau regarding draft motion materials in connection with discharge motion.	0.80	348.00
09/30/26	S. Atin	Revise service list to reflect updated contact information of subcontractors.	0.90	391.50
09/30/26	S. Atin	Review and compile all Receiver's Reports from the proceedings in connection with the preparation of motion materials for the discharge motion.	0.50	217.50
Total			37.40	\$26,210.00
HST				\$3,407.30
TOTAL				\$29,617.30

IN THE MATTER OF THE RECEIVERSHIP OF 1001665935 ONTARIO INC.
of the City of Toronto, in the Province of Ontario

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

AFFIDAVIT OF TUSHARA WEERASOORIYA
(SWORN OCTOBER 15, 2026)

McMillan LLP

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

Tushara Weerasooriya (LSO#: 51186K)

Tushara.Weerasooriya@mcmillan.ca

Tel: 416.865.7890

Stephen Brown-Okruhlik (LSO#: 66576P)

Stephen.Brown-Okruhlik@mcmillan.ca

Tel: 416.865.7043

Jasmine Landau (LSO#: 74316K)

Jasmine.Landau@mcmillan.ca

Tel: 416.865.7281

Lawyers for Richter Inc.,
in its capacity as Court-appointed Receiver of
1001665935 Ontario Inc.

APPENDIX “E”

Letter from McMillan LLP to Counsel for Employment and Social Development Canada, dated
September 14, 2026

Reply to the Attention of: Stephen Brown-Okruhlik
Direct Line: 416.865.7043
Email Address: stephen.brown-okruhlik@mcmillan.ca
Our File No.: 326489
Date: September 14, 2026

EMAIL

Faiza Ahmed-Hassan
A/Senior Counsel
Employment and Social Development Canada
Legal Services
Department of Justice of Canada /
Government of Canada

Dear Ms. Ahmed-Hassan,

Re: Denial of WEPP relief to employees terminated in *Re Synaptive Medical Inc.* – CL-26-00000173-0000

As you are aware, we are counsel to Richter Inc. ("**Richter**") in its capacity as the Court-appointed receiver (the "**Receiver**") of Synaptive Medical Inc. ("**Synaptive**") in the above captioned proceeding.

As you are also aware, the Receiver submitted applications for relief under the Wage Earners Protection Program ("**WEPP**") in June 2026 in respect of 72 former employees of Synaptive who were terminated immediately upon commencement of the receivership (the "**Receivership Terminated Employees**"). The Receivership Terminated Employees were eligible to receive WEPP payments pursuant to section 5(1) of the *Wage Earner Protection Program Act* (the "**Act**"). Specifically, subsection 5(1)(b)(ii) of the Act provides eligibility for individuals whose "former employer is subject to a receivership".

In July 2026, the Receiver learned that the Receivership Terminated Employees were not receiving their WEPP payments promptly and that their applications were not being processed. The Receiver contacted Service Canada at that time and was advised that the hold on such payments was a precautionary measure to avoid unintended payments to employees who were terminated in a previous proceeding in respect of Synaptive under the *Company's Creditors Arrangement Act* (the "**Synaptive CCAA Proceeding**") while the appeal period for a decision in that proceeding remained outstanding.

I raised this issue and the Receiver's objection to the delay to counsel of record for the Government in the Syntative CCAA Proceeding in an email on July 23, 2026. Following our inquiries, Mr. Kravchuk of the Office of the Attorney General of Canada advised on August 6, 2026 as follows:

"The WEPP (Program) has advised that the applications for WEPP by employees terminated in the receivership proceedings remains under review as a result of the RVO granted July 10, 2026. These applications are currently being held in abeyance pending confirmation of the status and legal effect of the RVO transaction. Once the status of the RVO transaction has been confirmed and the relevant information has been reviewed, the Program will be in a position to determine appropriate next steps with respect to these applications."

In response, we noted that the Receivership Terminated Employees' entitlement arose by virtue of section 5(1)(b)(ii) of the Act.

On August 13, 2026, you advised as follows:

"The Program has confirmed that Service Canada is now in a position to remove the hold that had been placed on the WEPP applications and will proceed with the eligibility assessment of the applications received in connection with the receivership."

However, the Receiver has since learned that the WEPP applications of the Receivership Terminated Employees are being denied on the basis that the employees are not eligible under the Act. We have been provided with examples of the denial letters, which include the following explanation for the denial:

Your application for a WEPP payment has been denied for the following reason(s):

- Other: Subsection 5(1) of the Wager Earner Protection Program Act (WEPPA) sets out the eligibility criteria for receiving WEPP payments. Synaptive Medical Inc. was subject to a Reverse Vesting Order on July 10, 2026. As a result, your former employer is no longer the subject of Receivership proceedings, and eligible wages are no longer owed to you by Synaptive Medical Inc. as they were transferred to another company. It has therefore been determined that the eligibility criteria subsection 5(1) of the WEPPA were not met.

We strongly object to the legal position articulated in the denial letters. The employees unquestionably met the express criteria in section 5(1) of the Act (including as former employees of an employer in receivership, per subsection 5(1)(b)(ii)) at the time of their termination, when their entitlements arose, and at the time that their payment applications were submitted. Nothing in the Act indicates that their entitlement to receive WEPP payments is affected by the subsequent emergence of the former employer from receivership or by the treatment of debtor liabilities within a receivership proceeding. The Reverse Vesting Order of the Honorable Justice Dietrich dated July 10, 2026, referred to in

the denial letters, did not purport to compromise the WEPP entitlements of affected employees or relieve your client of its payment responsibilities under the program.

We also note that the explanation provided in the letters would appear to indicate that a Federal Government agency delayed the assessment of applications so as to avoid making payments to terminated employees on the basis of a perceived loophole related to the timing of the assessment. In that regard, we direct you to section 4.2 of the *Bankruptcy and Insolvency Act* regarding a stakeholder's good faith obligations.

We kindly ask you to consider the above and confirm your client's position as to eligibility. The Receiver will report on this matter to the Court and may seek relief in respect of same.

Yours truly,

A handwritten signature in blue ink, appearing to read "Stephen Brown-Okruhlik".

Stephen Brown-Okruhlik

cc: Walter Kravchuk / Emily Atkinson / Jake Norris
Attorney General of Canada

APPENDIX “F”

Letter from Counsel for Employment and Social Development Canada to McMillan LLP, dated
September 25, 2026



Ontario Regional Office
National Litigation Sector
120 Adelaide Street West
Suite 400
Toronto, Ontario
M5H 1T1

Région de l'Ontario
Secteur national du contentieux
120, rue Adelaide ouest
pièce 400
Toronto (Ontario)
M5H 1T1

Telephone/Téléphone: (343) 598-8467

Email/Courriel: Faiza.ahmedhassan@hrsdcc-rhdcc.gc.ca

September 25, 2026

VIA EMAIL: stephen.brown-okruhlik@mcmillan.ca

Stephen Brown-Okruhlik
Partner
McMillan LLP
181 Bay Street
Brookfield Place, Suite 4400
Toronto, Ontario
M5J 2T3

Dear Mr. Brown-Okruhlik:

**Re: In the matter of the *Export Development Canada v. Synaptive Medical Inc.*
(Court File No. CL-26-00000173-0000)**

I am writing on behalf of Employment and Social Development Canada in response to your letter dated September 14, 2026, concerning the denial of applications submitted under the Wage Earner Protection Program (“**WEPP**”) by certain former employees of Synaptive Medical Inc.

Under the *Wage Earner Protection Program Act* (“**WEPPA**” or “**Act**”), applications for payment are made to the Minister of Labour (“**Minister**”). The Minister determines an applicant’s eligibility and, where an applicant is eligible, makes the payment payable under the Act. The applicant and the trustee or receiver are notified of the determination. Please see sections 7 to 10 of the WEPPA.

An applicant who has been informed of a determination under section 10 may request a review under section 11 of the WEPPA. Under section 12, the Minister may confirm, vary or rescind the determination. Any further recourse is governed by the appeal provisions set out in sections 14 to 20 of the WEPPA. Accordingly, to the extent that your correspondence is intended to challenge individual eligibility determinations, those determinations must be addressed through the statutory review and appeal processes. Any affected applicant should consult the decision letter issued to them for information regarding the applicable process and deadlines.

Nothing in this letter should be understood as expressing a view on the merits of any individual application or on the outcome of any review or appeal.

We trust that the above explanation is helpful.

Yours sincerely,

Faiza Ahmed-Hassan
A/Senior Counsel
Employment and Social Development Canada Legal Services
Department of Justice Canada / Government of Canada

APPENDIX “G”

Statement of Claim issued by Pacer Air Freight Ltd. against Synaptive Medical Inc.



**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

PACER AIR FREIGHT LTD.

Plaintiff

and

SYNAPTIVE MEDICAL INC.

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF

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YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of 330 University Avenue
court office: Toronto, ON M5G 1R7

TO: **SYNAPTIVE MEDICAL INC.**
22 Adelaide Street West, Suite 3400
Toronto, ON M5H 4E3

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CLAIM

1. The plaintiff, Pacer Air Freight Ltd., claims:
 - (a) the sum of \$3,000,000.00 in damages for breach of contract, unjust enrichment, *quantum meruit* and/or pursuant to the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25;
 - (b) interest on all outstanding and unpaid invoices at a rate of one and one half percent (1.5%) of the invoiced amounts per month or the highest rate permitted by law from the original date that such invoices were due;
 - (c) prejudgment and postjudgment interest in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
 - (d) the costs of this proceeding, plus all applicable taxes; and
 - (e) such further and other relief as to this Honourable Court may deem just.

THE PARTIES

2. The plaintiff, Pacer Air Freight Ltd. ("**Pacer**"), is a corporation incorporated pursuant to the law of Ontario, which carries on business in Ontario providing transportation, logistics and warehousing services.

3. The defendant, Synaptive Medical Inc. ("**Synaptive**"), is a corporation incorporated pursuant to the laws of Ontario, which carries on business in Ontario as a medical technology company specializing in neurosurgical devices and imaging including

-4-

products focused on surgical planning and navigation, robotic microscopy and magnetic resonance imaging.

AGREEMENTS FOR TRANSPORTATION AND WAREHOUSING SERVICES

The Warehousing Agreement

4. On November 1, 2021, Pacer provided Synaptive with a Warehousing Proposal with a Rate Quotation and Terms and Conditions for the transportation and warehousing of Synaptive's medical equipment and products (the "**Goods**"). On November 15, 2021, Synaptive agreed to and signed the Terms and Conditions (the "**Warehousing Agreement**").

5. Synaptive and Pacer entered into the Warehousing Agreement in the context of Synaptive's exhibition of its Goods to potential customers in Canada and internationally. Synaptive contracted with Pacer to store the Goods at Pacer's warehouse located at 7890 Tranmere Drive in Mississauga, Ontario ("**Pacer's Warehouse**"), transport and store the Goods between and in various other locations, and return the Goods to Pacer's Warehouse for further short-term storage and/or redelivery to Synaptive.

6. The transportation and warehousing of the Goods were an integral part of Pacer's overall services provided to Synaptive to facilitate its exhibition of its medical equipment and products. Pacer and Synaptive understood and agreed that the transportation and warehousing of the Goods would be on a short-term and intermittent basis rather than long-term.

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7. Pursuant to clause 2.1 of the Terms and Conditions, the Warehousing Agreement had a one year term that could only be extended upon agreement of the parties:

2.1 This Agreement shall commence on the earlier of the date it is signed by the parties or when Pacer Air Freight first provides Services, and shall continue until the time period specified in the Quotation or, if no such period is specified, one (1) year (the “**Term**”). The Term will be extended only upon the agreement of the Parties. Either party may terminate this contract only on ninety (90) days written notice to the other.

Warehouseman reserves the right to annually increase the charges for its Services by no more than three percent (3%) by providing Owner with written notice of said increase and upon written acceptance by the Owner. In the event Parties do not extend the Term, Owner shall arrange to pay all outstanding charges and to have the Goods moved from the Facility prior to the conclusion of the Term.

8. The one year term under clause 2.1 of the Terms and Conditions of the Warehousing Agreement was not extended by Synaptive or Pacer expressly or in writing.

9. Pursuant to clause 2.2 of the Terms and Conditions of the Warehousing Agreement, Pacer could extend the one year term on a month-to-month basis and could immediately terminate the Warehousing Agreement for any or no reason:

2.2 If Pacer Air Freight permits any Goods to remain at the Facility beyond the conclusion of the Term, then the terms of this Agreement shall continue to apply with respect to those Goods, except that the Term shall be extended only on a month-to-month basis and may be immediately terminated for any or no reason by Warehouseman. Goods remaining beyond the end of the Term, without Pacer Air Freight’s explicit permission, shall, upon 30 days’ written notice from Pacer Air Freight, be considered abandoned and either disposed of or sold in accordance with section 3 below

-6-

10. After the one year term expired on or about November 15, 2022, the Warehousing Agreement was extended on a month-to-month basis pursuant to clause 2.2 of the Warehousing Agreement.
11. Clause 3 of the Terms and Conditions of the Warehousing Agreement outlines Pacer's warehouseman's lien and right of retention.

3. WAREHOUSEMAN'S LIEN AND RIGHT OF RETENTION

Subject to the applicable legislation governing warehouseman's liens in the province, territory or state where the Facility is located, Pacer Air Freight shall have a general warehouseman's lien upon the Goods for all lawful charges for Services and for all other sums owed by Owner pursuant to this Agreement or any other agreement between Pacer Air Freight and Owner, as well as for any money advanced, interest, insurance, transportation, labor, weighing, cooperating, cleaning, or other expenses, fees, charges, costs, liabilities and payments made or incurred by Pacer Air Freight with respect to the Goods or with respect to any other goods stored by Owner at any other facility used, owned or operated by Pacer Air Freight. To protect its lien, Pacer Air Freight may require advance payment of all charges prior to release of any Goods. If Owner is in default of this Agreement or any other agreement with Pacer Air Freight, and such default continues for thirty days after notice is sent by Pacer Air Freight, then, upon notification to all persons known by Pacer Air Freight to have an interest in the Goods, Pacer Air Freight may sell so many of the Goods as are necessary to satisfy its lien and the expenses of such sale, including attorneys' fees for Owner's account on commercially reasonable terms, at such time as Pacer Air Freight may determine. After first taking from the net proceeds of such sale an amount sufficient to satisfy its lien and the expenses of such sale, including attorneys' fees, Pacer Air Freight shall pay over the balance, if any, to Owner.

12. Clause 4.3 of the Terms and Conditions of the Warehouse Agreement states the following with respect to Pacer's rates for its services:

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4.3 The quoted rates are based on the Assumptions identified in the Quotation. In the event the information changes, is untrue or differs greatly from the description provided by Owner, then Warehouseman reserves the right to amend the Quotation or immediately terminate this Agreement.

13. Pursuant to the Warehousing Agreement, Pacer transported and stored Synaptive's Goods on a short term basis until in or about May 2024.

The Halifax Agreement

14. On or about September 30, 2024, Synaptive contracted Pacer to pickup and transport an MRI system located in Halifax, Nova Scotia (the "**MRI System**"), warehouse the MRI System for six months at Pacer's Warehouse, and then redeliver the MRI System to Nova Scotia ("**Halifax Agreement**").

15. Among other things, the Halifax Agreement provided that Pacer would transport the MRI System from Halifax to Ontario for \$6,800.

16. The Halifax Agreement also included short-term warehousing of the MRI System at a cost of \$30,000 for a six month term in Pacer's Warehouse.

17. Pursuant to the Halifax Agreement, Pacer transported the MRI System from Halifax to Pacer's Warehouse. Pacer began storing the MRI System at Pacer's Warehouse on or about October 4, 2025.

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SYNAPTIVE'S BREACH OF THE WAREHOUSING AGREEMENT AND EXPIRY OF THE HALIFAX AGREEMENT

18. In or around May 2024, Synaptive first breached the Warehousing Agreement by not paying for Pacer's invoices for its transportation and warehousing services with respect to the Goods and MRI System.

19. In or around October 2024, Synaptive unilateral and materially changed the nature, assumption and underlying rationale of the Warehousing Agreement and the Halifax Agreement (collectively, the "**Agreements**"). Pacer's warehousing services unexpectedly changed from short-term and intermittent warehousing and transportation to long-term warehousing of the Goods and MRI System.

20. On or about April 4, 2025, the six-month warehousing term under the Halifax Agreement expired.

21. Despite Synaptive's unilateral change to the nature, assumptions and underlying rationale of the Warehousing Agreement, its unilateral termination of the Warehousing Agreement, and the expiration of the Halifax Agreement, Pacer continued to warehouse the Goods and the MRI System.

22. Following the termination of Warehousing Agreement and expiration of the Halifax Agreement, Pacer began to invoice Synaptive for the warehousing of the Goods and MRI

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System based on standard industry rates that Pacer would normally charge to other customers for similar warehousing services and space.

23. Synaptive owes Pacer over \$2,000,000.00 for the transportation and warehousing of the Goods and MRI System pursuant to Pacer's invoices issued from May 2024 to date and ongoing. The amount owed by Synaptive to Pacer for the warehousing of the Goods and MRI System continues to accrue on a monthly basis.

PACER'S CONTRACTUAL AND STATUTORY LIEN

24. Clause 3 of the Terms and Conditions of the Warehousing Agreement contains a general contractual lien in Pacer's favour over the Goods and MRI System stored in Pacer's Warehouse. That general contractual lien, *inter alia*, secures: (1) all amounts owing under the Warehousing Agreement; (2) all amounts owing under any other agreement between Pacer and Synaptive including the Halifax Agreement; and (3) any money advanced, interest, insurance, transportation, labour, weighing, cooperating, cleaning or other expenses, fees, charges, costs, liabilities and payment made or incurred by Pacer with respect to the Goods or with respect to any other goods including the MRI System stored by Pacer at any facility used, owned or operated by Pacer.

25. In addition to the general contractual lien, Pacer also has a possessory lien over the Goods and the MRI System pursuant to the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25 ("**RSLA**").

CCAA PROCEEDING

26. On or about March 18, 2025, Synaptive commenced a proceeding pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, under court file number CV-25-00739279-00CL (the "**CCAA Proceeding**").

27. On June 18, 2025, the Ontario Superior Court of Justice (Commercial List) granted an Approval and Reverse Vesting Order (the "**First ARVO**").

28. Pursuant to the First ARVO and the Subscription Agreement (as defined in the First ARVO) 1001270243 Ontario Inc. ("**ResidualCo.**") assumed Synaptive's rights pursuant to the Warehouse Agreement.

29. Pursuant to paragraph 13 of the First ARVO, Pacer's lien rights against Synaptive under the Warehousing Agreement and the *RSLA* are fully reserved and preserved:

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

CONTINUED WAREHOUSING OF THE GOODS AND MRI SYSTEM

30. With Synaptive's consent and agreement, Pacer has continued to warehouse the Goods and MRI System for Synaptive throughout and since the CCAA Proceeding.

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31. From time to time, Pacer has rendered monthly invoices to Synaptive for warehousing the Goods and MRI System.

RECEIVERSHIP

32. On or about April 28, 2026, the Ontario Superior Court of Justice (Commercial List) granted an Order (Appointing Receiver) appointing a receiver and manager of all the assets, undertakings and properties of Synaptive under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, under court file number CL-26-00000173-0000 (the “**Receivership**”).

33. Pursuant to paragraph 21 of the Approval and Reverse Vesting Order of the Ontario Superior Court of Justice (Commercial List), dated July 10, 2026 (the “**Second ARVO**”), Pacer’s lien rights under the Warehousing Agreement and the *RSLA* are fully reserved and preserved:

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

34. With Synaptive’s consent and agreement, Pacer has continued to warehouse Goods and MRI System for Synaptive throughout and since the Receivership.

35. From time to time, Pacer continues to render monthly invoices to Synaptive for warehousing the Goods and MRI System.

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BREACH OF CONTRACTS

36. At all material times, Pacer performed and completed its transportation and warehousing services for the Goods and MRI System (the “**Services**”) in a reasonable and professional manner that met industry standards without any breach of contract or negligence on the part of Pacer.

37. Synaptive breached the Agreements by failing to pay Pacer for its Services for which Pacer invoiced Synaptive pursuant to the Agreement.

38. Synaptive further breached the Agreements by unilaterally changing the nature, assumptions and underlying rationale of the Agreements from short-term and intermittent warehousing and transportation services to long-term warehousing.

39. Thereafter, Synaptive and Pacer agreed that Pacer would warehouse the Goods and MRI System at Pacer’s Warehouse for commercially reasonable rates. Synaptive has breached that contract by failing to pay Pacer’s invoices for warehousing the Goods and MRI System.

UNJUST ENRICHMENT

40. Further, Synaptive was unjustly enriched by receiving the benefit of Pacer’s Services for the Goods and MRI System and not having to compensate Pacer for its Services pursuant to the invoices.

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41. Pacer suffered a corresponding deprivation of not being paid for its Services and provided for the Goods and MRI System and not being able to utilize the warehousing space occupied by the Goods and MRI System for other customers.

42. There is no juristic reason or public policy consideration that would justify Synaptive's enrichment.

QUANTUM MERUIT

43. Further, Synaptive received the benefit of Pacer's Services for the Goods and MRI System, and the value of the benefit conferred onto Synaptive is substantiated by Pacer's Services and invoices provided for the Goods and MRI System.

44. Pacer is entitled to compensation for the reasonable and fair value of its Services on a *quantum meruit* basis.

DAMAGES

45. Synaptive owes Pacer over \$2,000,000.00 for the transportation and warehousing of the Goods and MRI System pursuant to Pacer's invoices issued from May 2024 to date and ongoing. The amount owed by Synaptive to Pacer for the warehousing of the Goods and MRI System continues to accrue on a monthly basis.

46. As a result of Pacer not being able to utilize the warehousing space occupied by the Goods and MRI System in Pacer's Warehouse and Synaptive's conduct, breaches, failure to pay Pacer's invoices for its Services, Pacer has sustained significant actual, direct, incidental and consequential damages, including but not limited to, economic loss,

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business loss, loss of profits, loss of opportunity, and ongoing costs for the warehousing of the Goods and MRI System.

THE LAW

47. Pacer pleads and relies on the provisions and all amendments thereto of the following:

- (a) *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (b) O. Reg. 427/15: General;
- (c) *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25;
- (d) *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;

48. Pacer proposes that this action be tried at Toronto

September 8, 2026

ALEXANDER HOLBURN BEAUDIN + LANG LLP

Barristers & Solicitors
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Toronto, ON M5H 4E3

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Tel: 416-639-9057

Lawyers for the plaintiff,
Pacer Air Freight Ltd.

PACER AIR FREIGHT LTD.
Plaintiff

-and-

SYNAPTIVE MEDICAL INC.
Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

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Lawyers for the plaintiff,
Pacer Air Freight Ltd.

APPENDIX “H”

Statutory Declaration of Marty Wilding, dated July 17, 2026

STATUTORY DECLARATION OF MARTY WILDING

I, **MARTY WILDING**, of the City of Sault Ste. Marie, in the Province of Ontario, **DO SOLEMNLY DECLARE THAT:**

1. I am the President of Health Care Solutions Inc. (“HCS”) and, as such, have knowledge of the matters set out in this Declaration. Where I refer to information obtained from HCS’s books, records, employees or representatives, I believe that information to be true.
2. HCS entered into a CCDC 14 Design-Build Stipulated Price Contract dated October 3, 2024 with Synaptive Medical Inc. (“**Synaptive**”) in connection with the QEII 0.5T MRI Suite Redevelopment Design-Build Project located at the QEII Health Sciences Centre in Halifax, Nova Scotia (the “**Project**”).
3. HCS provided the design and construction services required to create the new Synaptive MRI suite at the QEII Health Sciences Centre. The services provided by HCS included architectural, mechanical, electrical and structural design services, project management, site supervision, construction coordination and the retention and management of subcontractors, suppliers and consultants.
4. The MRI suite was completed and, to the best of my knowledge and belief, remains operational and continues to serve the research and diagnostic requirements of the hospital as intended.
5. HCS issued eight invoices to Synaptive in connection with the Project. Invoices 11383-01R, 11383-02, 11383-03 and 11383-04R were paid. Invoices 11383-05R1, 11383-06, 11383-07 and 11383-08 remain unpaid.
6. The total amount presently owing by Synaptive to HCS under the four unpaid invoices is **\$1,008,046.74**, inclusive of applicable HST.
7. I have reviewed the document titled “**Health Care Solutions Inc. Job Site Income Detail, October 1, 2021 to July 13, 2026**” relating to job number 11383, a true copy of which is attached to this Declaration as **Exhibit “A”**.
8. The Job Site Income Detail was generated from HCS’s accounting records and identifies:
 - a. the invoices issued by HCS to Synaptive in connection with the Project;
 - b. the payment status of each HCS invoice;

- c. the subcontractors, suppliers, consultants and other parties retained by HCS in connection with the Project;
 - d. the invoices received by HCS from those parties; and
 - e. the payment status of each such invoice.
9. The Job Site Income Detail records total pre-tax revenue invoiced by HCS to Synaptive of **\$2,147,006.90**.
10. The Job Site Income Detail records the following four HCS invoices as unpaid:
- a. Invoice 11383-05R1, in the pre-tax amount of **\$511,906.80**;
 - b. Invoice 11383-06, in the pre-tax amount of **\$60,032.48**;
 - c. Invoice 11383-07, in the pre-tax amount of **\$105,436.80**; and
 - d. Invoice 11383-08, in the pre-tax amount of **\$214,700.69**.
11. The four unpaid invoices total **\$892,076.77 before HST** and **\$1,008,046.74 inclusive of HST**.
12. The Job Site Income Detail also identifies the subcontractors, suppliers, consultants and other parties retained by HCS in connection with the Project, including parties providing drywall and ceiling work, painting, flooring, signage, millwork, architectural and engineering services, mechanical work, electrical work, roofing, metals, RF shielding, rigging and hoisting, bonding and insurance.
13. To the best of my knowledge and belief, and as reflected in the Job Site Income Detail, every invoice received by HCS from a subcontractor, supplier, consultant, trade or other party retained by HCS in connection with the Project has been paid in full.
14. To the best of my knowledge and belief, HCS does not owe any amount to any subcontractor, supplier, consultant, trade or other party retained by HCS in connection with the Project.
15. To the best of my knowledge and belief, there are no unpaid subcontractors, suppliers, consultants, trades or other parties beneath HCS in the contractual chain asserting claims arising from HCS's work on the Project.

- 16. To the best of my knowledge and belief, HCS is the only remaining unpaid participant in the provision of the design and construction services supplied to Synaptive in connection with the Project.
- 17. Based upon the Project documentation available to HCS, Synaptive invoiced Build Nova Scotia on March 4, 2026 for the release of Project holdback funds in the amount of **\$302,742.74**.
- 18. To the best of my knowledge and belief, the approximately **\$302,742.74** subsequently received by Richter Inc., in its capacity as Court-appointed Receiver of Synaptive, represents the Project holdback funds invoiced by Synaptive to Build Nova Scotia.
- 19. HCS claims entitlement to the entirety of the approximately **\$302,742.74** in Project holdback funds. HCS’s unpaid claim of **\$1,008,046.74** substantially exceeds the amount of those funds.
- 20. I make this Declaration in support of HCS’s claim to the Project holdback funds presently held by Richter Inc., in its capacity as Court-appointed Receiver of Synaptive, and for no improper purpose.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath.

DECLARED remotely by Marty Wilding)
Of the City of Sault Ste. Marie, before me at)
The City of Sault Ste. Marie, in the District of)
Algoma, this 17th day of July, 2026 in accordance)
With O. Reg. 431/20, Administering Oath or)
Declaration Remotely.)

DocuSigned by:
Marty Wilding
DB4C99309667430...
MARTY WILDING

DocuSigned by:
Steven Shoemaker
0C4C3273D8AC416
A Commissioner, etc.

This is Exhibit "A" referred to
in the Affidavit of Marty Wilding
sworn before me remotely by videoconference
at the City of Sault Ste. Marie this 17th day of July, 2026
the declarant being in the City of Sault Ste. Marie

DocuSigned by:

Steven Shoemaker

0C4C3273D8AC416...

A Commissioner, etc.

HEALTH CARE SOLUTIONS INC

Job Site Income Detail 10/01/2021 to 07/13/2026

	Date	Description	Source	Pre-Tax Amount	Payment Status
11383-Synaptive @ Halifax Infirmary - Relocated Magn					
REVENUE					
		Balance forward		0.00	
4010		Construction - ON			
	05/01/2025	Synaptive Medical Inc.	11383-01R	171,613.30	Paid
	05/02/2025	Synaptive Medical Inc.	11383-02	148,348.30	Paid
	08/20/2025	Synaptive Medical Inc.	11383-03	315,361.75	Paid
	09/29/2025	Synaptive Medical Inc.	11383-04R	619,606.78	Paid
	10/31/2025	Synaptive Medical Inc.	11383-05R1	511,906.80	
	11/30/2025	Synaptive Medical Inc.	11383-06	60,032.48	
	03/09/2026	Synaptive Medical Inc.	11383-08	214,700.69	
	03/09/2026	Synaptive Medical Inc.	11383-07	105,436.80	
				<u>2,147,006.90</u>	
TOTAL REVENUE				2,147,006.90	
EXPENSE					
		Balance forward		0.00	
5105		Drywall/Ceiling/Lead			
	06/25/2025	Disal Contracting & Design Ltd	7731	11,880.00	Paid
	07/22/2025	Disal Contracting & Design Ltd	7777	120,060.00	Paid
	08/25/2025	Disal Contracting & Design Ltd	7880	96,120.00	Paid
	09/26/2025	Disal Contracting & Design Ltd	7960	48,708.00	Paid
	10/27/2025	Disal Contracting & Design Ltd	8003	13,375.57	Paid
	10/27/2025	Disal Contracting & Design Ltd	8004	32,238.18	Paid
				<u>322,381.75</u>	
5110		Painting			
	11/19/2025	Ray Hartlin Painting & Decorating Limited	25-171	7,450.00	Paid
5115		Flooring			
	10/21/2025	Floors Plus Commerical	124234	7,018.69	Paid
	10/21/2025	Floors Plus Commerical	124227	4,077.60	Paid
	10/23/2025	Floors Plus Commerical	124248	2,793.10	Paid
	10/23/2025	Floors Plus Commerical	124247	25,137.90	Paid
				<u>39,027.29</u>	
5120		Specialties			
	10/21/2025	EYECANDY SIGNS LTD	14863	1,420.00	Paid
5125		Millwork			
	06/11/2025	Rodney Enterprises Limited	MW2505037	9,750.00	Paid
	07/21/2025	Spectrum Creative Interiors	7223	380.00	Paid
	10/22/2025	Rodney Enterprises Limited	MW2505037-1	26,325.00	Paid
				<u>36,455.00</u>	

5130 Architecture/Engineering

02/10/2025	EXP Architects Inc	7788	51,227.50	Paid
03/05/2025	EXP Architects Inc	7842	15,368.25	Paid
04/16/2025	EXP Architects Inc	7910	19,588.25	Paid
05/13/2025	EXP Architects Inc	7936	2,280.00	Paid
07/14/2025	EXP Architects Inc	8038	5,122.75	Paid
09/09/2025	EXP Architects Inc	8118	5,122.75	Paid
10/10/2025	EXP Architects Inc	8204	5,122.75	Paid
11/04/2025	EXP Architects Inc	8248	5,122.75	Paid
			108,955.00	

5135 Mechanical

02/04/2025	Griffin Air Balance Ltd.	25-004-001	1,900.00	Paid
03/24/2025	Dimplex Thermal Solutions	0326840	47,088.61	Paid
07/10/2025	Dimplex Thermal Solutions	0330473	57,227.45	Paid
07/21/2025	Nutemp Mechanical Systems Ltd.	9923 Rev	38,029.50	Paid
08/20/2025	Nutemp Mechanical Systems Ltd.	9950	115,632.00	Paid
09/19/2025	Nutemp Mechanical Systems Ltd.	9995	87,747.48	Paid
09/22/2025	Marid Industries Limited	3506-25-3	35,815.05	Paid
10/17/2025	Nutemp Mechanical Systems Ltd.	10023R	120,332.00	Paid
10/17/2025	Nutemp Mechanical Systems Ltd.	10024R	40,430.81	Paid
			544,202.90	

5140 Electrical

06/25/2025	Twin City Electric	88791-R	38,880.90	Paid
08/11/2025	Twin City Electric	89017	22,890.00	Paid
08/20/2025	Twin City Electric	89122	35,350.87	Paid
09/20/2025	Twin City Electric	89303	26,146.28	Paid
09/20/2025	Twin City Electric	89302	24,898.09	Paid
11/20/2025	Twin City Electric	89654	6,917.02	Paid
11/20/2025	Twin City Electric	89655	17,159.20	Paid
12/01/2025	Twin City Electric	89420	46,796.66	Paid
01/20/2026	Twin City Electric	90034	4,266.00	Paid
01/20/2026	Twin City Electric	90035	474.00	Paid
			223,779.02	

5153 Roofing

09/23/2025	McCarthy's Roofing Ltd	R-1547-001	2,850.00	Paid
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5155 Metals

07/17/2025	Marid Industries Limited	3506-25-1	2,011.05	Paid
08/20/2025	Marid Industries Limited	3506-25-2	2,226.87	Paid
11/30/2025	Marid Industries Limited	3506-25-HB	4,413.78	Paid
			8,651.70	

5175 RF Sheild

03/05/2025	ETS - Lindgren	C00000059408	17,189.64	Paid
09/22/2025	ETS - Lindgren	CP C0000006306	137,893.59	Paid
11/10/2025	ETS - Lindgren	C00000063660R	8,910.00	Paid

	11/10/2025	ETS - Lindgren	C00000063971	3,546.90	Paid
	12/01/2025	ETS - Lindgren	C00000063066-E	21,855.61	Paid
	12/01/2025	ETS - Lindgren	C00000063660R	3,930.91	Paid
	12/01/2025	ETS - Lindgren	C00000063971-E	1,564.81	Paid
	03/11/2026	ETS - Lindgren	C00000065962	95,692.87	Paid
				<u>290,584.33</u>	
5177	Rigging & Hoisting				
	10/01/2025	Wingenback Ltd	805911	3,200.00	Paid
5340	Bond Fees				
	01/27/2025	Jones Des Lauriers Insurance	1009108	20,253.00	Paid
5685	Insurance				
	06/06/2025	Northern Insurance	1153102	1,535.00	Paid
	06/27/2025	Northern Insurance	1178115	1,922.40	Paid
				<u>3,457.40</u>	