Execution Copy

FIRST AMENDMENT TO FORBEARANCE AGREEMENT

This *First Amendment to Forbearance Agreement* (this "**Agreement**") is executed on this 30th day of January 2025 (the "**Effective Date**") by and among Mirion Technologies (US), Inc., a Delaware Corporation ("**Seller**"), Biodex Rehab Systems, LLC, a Delaware limited liability company ("**Buyer**"), Evome Medical Technologies, Inc. f/k/a Salona Global Medical Device Corporation, a corporation incorporated under the laws of the Province of British Columbia ("**Parent**,"), and Biodex Medical Systems, Inc., a corporation organized under the laws of the state of New York ("**Biodex**") ("**Biodex**", together with Buyer and Parent, either individually or collectively, the "**Buyer Parties**"). Seller and the Buyer Parties are sometimes referred to herein as the "**Parties**".

RECITALS

The following recitals are a material part of this Agreement:

A. Seller and Buyer Parties are parties to that certain Stock Purchase Agreement dated as of March 15, 2023 for the sale of the stock of Buyer, along with that certain Parent Guarantee, Promissory Note and Stock Pledge dated as of April 3, 2023 (collectively as referred to herein as "**Transaction Documents**").

B. On or about January 22, 2024, Parent changed its name from Salona Global Medical Device Corporation to Evome Medical Technologies, Inc.

C. Seller affiliate Mirion Technologies (Capintec), Inc. ("**Capintec**") and Biodex (the "**CMA Parties**") are parties to that certain Contract Manufacturing Agreement ("**CMA**") dated as of April 3, 2023.

D. The obligations of Buyer under the CMA are guaranteed by the other Buyer Parties under the terms of the Transaction Documents.

E. On or about August 4, 2023, Buyer Parties entered into a certain Forbearance Agreement with Seller (the "**Forbearance Agreement**"). Capitalized terms not otherwise defined herein shall have the meaning(s) ascribed to them in the Forbearance Agreement. Whenever a conflict in terms is found, the provisions in this Agreement shall control.

F. The current Forbearance Period expires on the earlier of: (i) July 31, 2025 or (ii) the date that any Forbearance Default occurs.

G. On or about October 31, 2023, Buyer made a payment to Seller in the amount of $938,407.68 for the AR/AP Adjustment due under the Forbearance Agreement.

H. On or about April 2, 2024, Buyer made a payment to Seller in the amount of $2,115,558.65.

I. On or about May 29, 2024, Buyer made a payment to Seller in the amount of $65,000.00. No further payments have been made under the Forbearance Agreement.

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J. Buyer Parties have engaged in a pattern of failing to perform under the CMA by failing to produce the quality and quantity of tables requested by the Seller and failing to pay suppliers in a timely manner (the "**Existing Defaults**").

K. Additionally, Buyer Parties do not anticipate being able to make the balloon payment due under the Forbearance Agreement in July of 2025 (the "**Anticipated Default"**).

L. As of December 18, 2024, the amount Buyer Parties owe Seller under the Forbearance Agreement and Transaction Documents is $6,230,858.00 (the "**Indebtedness**").

M. Buyer Parties have requested that, notwithstanding the Existing Defaults and in advance of the Anticipated Default, Seller extend its previous forbearance of the pursuit of remedies Seller may have by virtue of the Existing Defaults and would have upon the occurrence of the Anticipated Default, and Seller is willing to do so, but only pursuant to the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals; Acknowledgments. The Recitals set forth above are true and accurate, are a material part of this Agreement, and are hereby incorporated by reference, and the Seller is entitled to rely thereon. The Indebtedness is validly and unconditionally due and owing to Seller, in accordance with the terms of the Transaction Documents and Forbearance Agreement, as modified hereby, and, as of the Effective Date of this Agreement, Buyer Parties have no defenses, claims, counterclaims, setoffs, recoupments, or other rights that could be asserted to impair, delay, or adversely affect Seller's receipt of full payment and performance of all obligations owed to Seller by Buyer Parties. To the extent Buyer Parties have any such defenses, such defenses are hereby irrevocably waived, unless otherwise addressed through this Agreement.

2. Conditions to Effectiveness of This Agreement. Seller's agreement to forbear under this Agreement shall be effective only when this Agreement has been signed and delivered by each of the Parties hereto and Buyer Parties have delivered the following to Seller or performed the following to the satisfaction of Seller, in Seller's sole discretion (any of which may be waived in writing by Seller at any time):

(a) Buyer Parties have performed all the obligations of Buyer Parties under this Agreement to be performed contemporaneously with the execution and delivery of this Agreement.

(b) The CMA Parties shall have executed and delivered an amendment to the CMA (the "**CMA Amendment**"), which CMA Amendment shall include, without limitation, the following terms:

(1) The Term (as defined in the CMA) of the CMA shall be extended for an additional twelve (12) months through March 31, 2026 (the "**Transition Period**");

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(2) In furtherance of the transition, any requirement for exclusivity is deleted;

(3) Biodex shall honor current pricing agreements with Capintec for all products under the CMA during the Transition Period; *provided that* in the event that the CMA is further extended, the pricing will be increased to cost + 25% for any further extension periods;

(4) Biodex shall guarantee order fulfilment of at least forty-five (45) ultrasound and five (5) c-arm tables per month during the Transition Period, *provided that* a volume miss in delivery or ultrasound tables of up to 10% in no more than 3 monthly periods over the Term shall not be a Default under this Agreement; *provided further* that reduced orders from Capintec as Capintec transitions manufacturing shall not constitute a volume miss;

(5) Biodex shall pay all suppliers in a timely manner in order to maintain the supply chain;

(6) Biodex shall cooperate with Capintec and Seller over the six (6) month period following the Effective Date to provide transition support to a new production supplier by providing, without limitation, the necessary technical support, documentation, and knowledge transfer more specifically set forth in the Requirements List (the "**Requirements List**") attached hereto as <u>Exhibit A</u>;

(7) The Parties shall establish a steering committee with two representatives from the Seller and two representatives from the Buyer Parties to meet the first week of each month and to schedule additional meetings as determined by the committee members with the goal to set initial objectives and milestones and continued monitoring and planning for maximizing targeted goals.

(8) Capintec agrees to order, purchase, and deliver the components listed in Exhibit C as bailed property, subject to a lead time analysis. For the avoidance of doubt, Biodex shall not acquire an ownership interest in such bailed property.

(9) Capintec agrees to pay Buyer $204,581.01 according to the schedule attached as <u>Exhibit D</u> relative to accounts payable for radiology tables, subject to setoff under the CMA payments due from Capintec.

3. <u>Amendments to the Forbearance Agreement</u>. Subject to the terms of this Agreement, Seller agrees to amend the Forbearance Agreement as follows:

(a) The definition of Transaction Documents shall also include the Forbearance Agreement and any amendments or modifications thereof, including this Agreement.

(b) The Termination Date defined in Section 2.1 of the Forbearance Agreement shall be changed from the earlier of "(i) July 31, 2025 and (ii) the date that any Forbearance Default occurs" to the earlier of "(i) April 1, 2030 and (ii) the date that any Forbearance Default occurs."

(c) The interest rate set forth in Section 3.2 of the Forbearance Agreement shall be revised to add that "solely to the extent that no Events of Default (as defined below) occur, Interest will be forgiven at the end of the Forbearance Period."

(d) Section 4 of the Forbearance Agreement shall be removed and replaced with the following:

(1) Buyer Parties agree to make payments (the "**Monthly Payments**") to Seller in the amounts reflected in the payment scheduled attached as <u>Exhibit B</u> during the Forbearance Period, beginning July 1, 2025, for a total of $4,250,000;

(2) Provided that all Monthly Payments are made, and no Events of Default (as defined below) occur, Seller agrees to forgive the remaining Indebtedness, provided, however, that upon the occurrence of an Event of Default by any Buyer Party the full amount of Indebtedness shall be immediately due and payable;

(3) Buyer Parties may pay all amounts due under the Transaction Documents prior to the time required by this Agreement without additional prepayment fee or penalty; and

(4) In the event Buyer Parties sell the Biodex Rehab business line, the remaining monthly payments due hereunder shall become due and payable from the proceeds of such sale not later than two (2) business days after the close of the same.

(5) In the event Buyer parties sell the entire Evome business, the entire original Indebtedness shall become due and payable from the proceeds of such sale not later than two (2) business days after the close of the same.

(e) Section 6.2(a) of the Forbearance Agreement shall be removed.

(f) Section 6.3 of the Forbearance Agreement shall be modified to provide that "Seller's consent shall not be unreasonably withheld," but understanding that Seller will expect some of the proceeds of the sale to go towards repayment of the debt in an amount to be negotiated.

(g) Section 8.3 of the Forbearance Agreement shall be modified to add a default under the CMA Amendment as an Event of Default under the Forbearance Agreement.

(h) The following new sentence shall be added to the end of Section 9.2 of the Forbearance Agreement: "For the avoidance of doubt, upon the Occurrence of an Event of Default, the full amount of the Indebtedness, including interest and any and all other amounts that would have been forgiven under this Agreement, shall become immediately due and owing in accordance with the terms of the Transaction Documents."

All other terms of the Forbearance Agreement remain unchanged and remain in full force and effect and are incorporated herein by reference.

4. Conditions to Forbearance; Effects of Forbearance.

(a) Seller's agreement herein to forego immediate pursuit of Seller's Rights constitutes a postponement and forbearance only, and it does not in any event constitute a waiver of any such rights or remedies under the Transaction Documents, at law, or in equity, all of which are preserved and reserved in their entirety. However, the terms of this Agreement are controlling as to postponement of remedies. So long as this Agreement is not in default, the Seller does not have a basis to exercise any rights preserved in this Section. No acceptance by Seller of any partial payment of amounts due in respect of the Indebtedness shall constitute an accord and satisfaction or a waiver of any existing defaults under the Transaction Documents or a waiver, reduction, or modification of amounts due in respect of the Indebtedness, except to the extent of such payment accepted by Seller.

(b) Neither the execution of this Agreement, the execution of any document or instrument required hereunder, nor the consummation of the transactions and agreements set forth in this Agreement shall in any manner waive, rescind, or cure any Existing Default, or Event of Default under the Transaction Documents or CMA. However, the terms of this Agreement are controlling as to postponement of remedies. So long as this Agreement is not in default, the Seller does not have a basis to exercise any rights preserved in this Section.

5. Notices. Any notices with respect to this Agreement shall be given in the manner provided for in the Transaction Documents.

6. Integration; Modification of Agreement. This Agreement and the Transaction Documents embody the entire understanding between the parties hereto and supersedes all prior agreements and understandings (whether written or oral) relating to the subject matter hereof and thereof. The terms of this Agreement may not be waived, modified, altered, or amended except by agreement in writing signed by all the parties hereto. This Agreement shall not be construed against the drafter hereof

7. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. Full Force and Effect. The Transaction Documents shall remain unchanged, in full force and effect and continue to govern and control the relationship between the parties hereto, except to the extent they are inconsistent with, superseded, or expressly modified herein. To the extent of any inconsistency, amendment, or superseding provision, this Agreement shall govern and control.

9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, provided that the Buyer Parties' rights under this Agreement are not assignable. Seller may assign its rights and interests in this Agreement, the Transaction Documents, and all documents executed in connection with or related to this Agreement or the Transaction Documents, at any time without the consent of or notice to Buyer Parties.

10. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of laws principles thereof.

11. Dispute Resolution. The Parties agree that the dispute resolution provisions of the CMA are not amended or superseded by this Agreement and will follow such provisions prior to declaring a that a breach of the CMA is a default under this Agreement.

12. No Waiver. No failure to exercise and no delay in exercising, on the part of the Seller any right, remedy, power, or privilege hereunder or under the Transaction Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Further, Seller's acceptance of payment on account of the Obligations or other performance by Buyer Parties after the occurrence of an Event of Default shall not be construed as a waiver of such Event of Default, any other Event of Default, or any of Seller's or Seller’s rights or remedies.

13. Cumulative Rights. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

14. Application of Payments. Seller may apply any and all payments it receives from Buyer Parties, or any other party, to such portion of the Obligations as Seller shall determine in its sole discretion.

15. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY. EACH PARTY HERETO (A) CERTIFIES THAT NO AGENT, ATTORNEY, REPRESENTATIVE, OR ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF LITIGATION,

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AND (B) ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

16. Headings. The section headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

17. Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year stated in the preamble of this Agreement.

[*Signature Page Follows*]

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SELLER:

MIRION TECHNOLOGIES (US), INC.

DocuSigned by:

By: ______________________

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Name: Brian Schopfer

Title: CFO

BUYER PARTIES:

BIODEX REHAB SYSTEMS, LLC

Signed by:

By: Michael Seckler

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Name: Michael Seckler

Title: President

EVOME MEDICAL TECHNOLOGIES, INC.

Signed by:

By: Michael Seckler

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Name: Michael Seckler

Title: CEO

BIODEX MEDICAL SYSTEMS, INC.

Signed by:

By: Michael Seckler

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Name: Michael Seckler

Title: CEO

EXHIBIT A

[redacted – Requirements List]

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EXHIBIT B

	7/25-12/25	1/26-6/26	7/26-9/26	10/26-12/26	1/27-3/27	4/27-6/27	7/27-9/27	10/27-12/27	1/28-3/28	4/28-3/29	4/29-430
Months	6	6	3	3	3	3	3	3	3	12	13
Monthly Payment	5	7.5	15	20	25	30	40	55	70	100	170
Total Payment for Period	30	45	45	60	75	90	120	165	210	1200	2210
Cumulative Payment	30	75	120	180	255	345	465	630	840	2040	4250

EXHIBIT C

[redacted – detailed list of components]

EXHIBIT D

[redacted – payments specific to each accounts payable totalling $204,581.01]