Court File No. CV-20-00642010-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Applicant

MOTION RECORD
(Re: Extension of Stay of Proceedings)
(Returnable October 2, 2020)

REDACTED VERSION

October 1, 2020

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Barristers & Solicitors
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Lawyers for the Applicant, Peraso Technologies Inc.

Court File No. CV-20-00642010-00CL

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

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(Re: Extension of Stay of Proceedings)

INDEX

TAB 1

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ONTARIO
SUPERIOR COURT OF JUSTICE
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Applicant

NOTICE OF MOTION
(Re: Extension of Stay of Proceedings)
(Returnable October 2, 2020)

Peraso Technologies Inc. will make a motion to Justice Hainey of the Ontario Superior Court of Justice (Commercial List) on Friday, October 2, 2020 at 12:30 p.m., or as soon after that time as the motion can be heard by videoconference via Zoom due to the COVID-19 crisis. The videoconference details can be found in Schedule "A" to this Notice of Motion. Please advise Nicholas Avis if you intend to join the hearing of this motion by emailing navis@stikeman.com.

PROPOSED METHOD OF HEARING:

This motion is to be heard by videoconference.

THE MOTION IS FOR:

1. An Order, substantially in the form contained at Tab 3 of the Applicant's Motion Record, that:

    (a) seals the unredacted version of the Affidavit of Ronald Glibbery affirmed October 1, 2020 (the "**Eleventh Glibbery Affidavit**") and the exhibits attached thereto, and the Eighth Report of the Monitor; and

(b) extends the stay of proceedings (the "**Stay Period**") to and including October 30, 2020, or such further and other date as determined by the Court.

THE GROUNDS FOR THIS MOTION ARE:

Background

2. On June 3, 2020, the Applicant sought and received an Initial Order granting it protection under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36 (the "**CCAA**") on account of a looming liquidity crisis caused by, amongst other things, protracted disputes and multi-jurisdictional litigation with Ubiquiti and certain of its affiliates (such litigation, the "**Ubiquiti Litigation**");

3. On July 6 and 7, 2020, Peraso entered into mediation with Ubiquiti with a view to resolving the Ubiquiti Litigation;

4. No settlement arose immediately following the mediation, but Peraso and Ubiquiti continued to discuss a potential resolution of the Ubiquiti Litigation after the mediation ended;

5. On September 2, 2020, Peraso and Ubiquiti entered into a non-binding settlement term sheet that set the framework for a universal settlement of the Ubiquiti Litigation;

6. That same day, this Court issued an order that, among other things:

(a) approved an interim lending facility between Peraso and an affiliate of Ubiquiti so that Peraso would have liquidity pending the conclusion of a full and final settlement agreement with Ubiquiti; and

(b) extended the stay of proceedings to and including October 2, 2020;

7. Peraso and Ubiquiti have made considerable progress in their negotiations and have reached an agreement as between themselves on all major issues, but discussions with certain third parties whose consents are required to implement a settlement remain on-going;

8. Peraso intends to continue negotiating with the third parties until no later than October 7, 2020;

9. If by the end of day on October 7, 2020 at the latest, no full and final settlement agreement and no agreements with the third parties are reached, then Peraso will commence an expedited sale process;

10. Peraso intends to return to this Court late next week or the week of October 12, 2020 to either seek approval of a settlement agreement, if such an agreement has been concluded, or in the alternative seek approval for an expedited sale process;

Sealing

11. The Applicant seeks to seal the unredacted Eleventh Glibbery Affidavit and the exhibits attached thereto and the unredacted Eighth Report because they contain commercially sensitive information;

12. The Applicant is concerned that the information contained in these documents could be used to the Applicant's detriment in the on-going litigation with Ubiquiti;

Extension of the Stay Period

13. The Applicant is seeking to extend the Stay Period to and including October 30, 2020;

14. An extension of the Stay Period will give the Applicant time to continue negotiations with Ubiquiti and the third parties whose consent is required to enter into and implement the settlement with Ubiquiti;

15. The Applicant plans to return to this Court late next week or the week of October 12, 2020 to seek approval of a settlement agreement or an expedited sale process;

16. The Applicant has sufficient liquidity to meet its obligations during the proposed extension to the Stay Period;

17. The Applicant has acted and continues to act in good faith and with due diligence during the course of these CCAA proceedings;

Other Grounds

18. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;

19. The provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, including s. 137(2) thereof;

20. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, including r. 2.03, 3.02 and 37 thereof; and

21. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

(a) The Eleventh Glibbery Affidavit;

(b) The Eighth Report of the Monitor, to be filed; and

(c) Such further and other evidence as counsel may advise and this Court may permit.

October 1, 2020

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Lawyers for the Applicant, Peraso Technologies Inc.

Schedule "A"

ZOOM Particulars
October 2, 2020 at 12:30 p.m. Eastern Time (Toronto)

Join Zoom Meeting
https://zoom.us/j/93227736245?pwd=cUp0TzBmSS9LdFhSemk0dSt1dlVZZz09

Meeting ID: 932 2773 6245
Passcode: 415694

One tap mobile
+13017158592,,93227736245#,,,,,,0#,,415694# US (Germantown)
+13126266799,,93227736245#,,,,,,0#,,415694# US (Chicago)

Dial by your location
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma)
+1 438 809 7799 Canada
+1 587 328 1099 Canada
+1 647 374 4685 Canada
+1 647 558 0588 Canada
+1 778 907 2071 Canada
+1 204 272 7920 Canada

Meeting ID: 932 2773 6245
Passcode: 415694
Find your local number: https://zoom.us/u/adDh4I20oB

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Court File No.: CV-20-00642010-00CL

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

NOTICE OF MOTION
(RETURNABLE OCTOBER 2, 2020)

STIKEMAN ELLIOTT LLP
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Lawyers for the Applicant, Peraso Technologies Inc.

TAB 2

Court File No. CV-20-00642010-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF
A PLAN OF COMPROMISE OR ARRANGEMENT OF
PERASO TECHNOLOGIES INC.

Applicant

AFFIDAVIT OF RONALD GLIBBERY
(Affirmed October 1, 2020)

I, Ronald Glibbery, of the City of Toronto, Ontario **SOLEMNLY AFFIRM AND DECLARE**:

1. I am the founder of Peraso Technologies Inc. ("**Peraso**" or the "**Applicant**"). I am and have been a director of Peraso since it was founded. I was also Peraso's Chief Executive Officer from its founding until approximately February 2018. I assumed the role of Senior Vice President of Corporate Development at Peraso between February 2018 and February 2020, inclusive, and on March 1, 2020, I again became the interim Chief Executive Officer.

2. I have reviewed the books and records of Peraso and I have spoken with certain current and former directors, officers and/or employees of Peraso, as necessary and applicable. As a result, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. Where I have relied upon information received from other individuals, I state the source of such information and believe such information to be true.

3. I affirm this affidavit in support of a motion by the Applicant pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**") for an order, substantially in the form of the draft order attached as Tab 3 of the Motion Record, that, among other things:

(a) seals the unredacted version of this affidavit and the exhibits attached hereto, and the Eighth Report of the Monitor, to be filed; and

Deponent's Initials DS RG

(b) extends the stay of proceedings (the "**Stay Period**") to and including October 30, 2020, or such further and other date as determined by the Court.

A. BACKGROUND

4. All capitalized terms used herein but not otherwise defined are as defined in my affidavit affirmed June 2, 2020 (the "**First Glibbery Affidavit**"). A copy of the First Glibbery Affidavit is attached hereto without exhibits and marked as **Exhibit "A"**.

5. As described in greater detail in the First Glibbery Affidavit, Peraso is in the business of the development, marketing and sale of the technologies that will power the next generation of wireless internet. Specifically, Peraso's software and chipsets are designed to operate on the 60 gigahertz band and, it is anticipated, the 5G wireless network.

6. Peraso sought creditor protection under the CCAA because it expected to run out of cash in early July 2020. Peraso's liquidity crisis was due to, *inter alia*, protracted disputes and multi-jurisdictional litigation commenced by Ubiquiti Inc. ("**Ubiquiti**") and certain of its affiliates, which stymied any and all of Peraso's efforts to raise additional funds, pursue a sale process or even market certain of its products.

7. Peraso's progress through these CCAA Proceedings is summarized in my affidavits affirmed August 10, 2020 (the "**Fifth Glibbery Affidavit**") and September 2, 2020 (the "**Eighth Glibbery Affidavit**"). The redacted versions of the Fifth Glibbery Affidavit and the Eighth Glibbery Affidavit are attached hereto without exhibits and marked as **Exhibit "B"** and **Exhibit "C"**, respectively. Various other materials related to these CCAA Proceedings are available for download on the Monitor's website at www.ey.com/ca/peraso.

8. Throughout these CCAA Proceedings, the Applicant has been using its best efforts to minimize the impact of these CCAA Proceedings on its business and to maintain its relationships with its customers, suppliers, and other stakeholders. The Applicant has continued to operate its business throughout these CCAA Proceedings.

B. ON-GOING NEGOTIATIONS WITH UBIQUITI

(i) Mediation and the Settlement Term Sheet

9. As described in greater detail in the First Glibbery Affidavit, Ubiquiti and certain of its affiliates commenced litigation against Peraso and certain other parties in Ontario and the Southern District of New York in early 2020 (such litigation is collectively referred to as the "**Ubiquiti Litigation**").

10. Peraso, under the supervision of the Monitor, has been working diligently to resolve the Ubiquiti Litigation since the start of these CCAA Proceedings. Notably, Peraso entered into mediation with Ubiquiti on July 6 and 7, 2020, with a view to resolving the Ubiquiti Litigation. The mediator was the former Associate Chief Justice Dennis O'Connor, and the Monitor was involved throughout the course of the mediation. Although no settlement arose immediately following the mediation, the parties continued to discuss a potential commercial resolution of the Ubiquiti Litigation after the mediation ended. The Monitor has been continually involved in all post-mediation discussions.

11. A motion originally scheduled for September 1 and 2, 2020 to determine the Ubiquiti Litigation (the "**Determination Motion**") was adjourned in early September[1] when Peraso and Ubiquiti entered into a non-binding settlement term sheet (the "**Settlement Term Sheet**"). The Settlement Term Sheet set the framework for a universal settlement of the Ubiquiti Litigation. At a high level, the Settlement Term Sheet contemplated that Peraso would grant certain rights to Ubiquiti in connection with Peraso's intellectual property, and Ubiquiti would provide payments to Peraso for these rights. To provide Peraso with liquidity pending the conclusion of a proper settlement agreement, Ubiquiti Networks Canada Inc. provided Peraso with DIP financing. This Court approved the DIP financing on September 2, 2020.

(ii) Next Steps

12. Peraso and Ubiquiti have been negotiating the details of a universal settlement since entering into the Settlement Term Sheet. Peraso and Ubiquiti have reached an agreement as

[1] The Determination Motion was re-scheduled for October 26 to October 28, 2020.

between themselves on all major issues; however, discussions with certain third parties whose consents are required to enter into and implement the settlement remain on-going.

13. The Monitor is closely supervising the on-going negotiations. Peraso regularly consults with the Monitor.

14. I believe that it is in Peraso's best interests and the interests of its stakeholders to continue negotiating with the remaining third parties until October 7, 2020. The Ubiquiti Litigation is, as I have previously noted, the central issue in these CCAA Proceedings. Should the negotiations with Ubiquiti result in a resolution of the Ubiquiti Litigation, Peraso's outlook would greatly improve.

15. If, by the end of day on October 7, 2020 at the latest, no full and final settlement agreement and no agreements with third parties are reached, then Peraso will change its strategy and commence an expedited sale process. Peraso intends to return to this Court late next week or the week of October 12, 2020 to provide this Court with an update on the settlement discussions. As part of that update hearing, Peraso will seek the approval of a full and final settlement agreement with Ubiquiti, if such an agreement has been concluded; in the alternative, Peraso will seek the approval of a sale process.

16. [redacted]

17. [redacted]

18. [redacted]

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[redacted]

19. [redacted]

20. I recognize that extending the negotiations with Ubiquiti and certain third parties for several more days reduces the amount of funds (and, in turn, time) available for a sale process, if a sale process is necessary. This risk, however, must be balanced against the likelihood of Peraso and Ubiquiti completing a full and final settlement agreement. As noted above, Peraso and Ubiquiti have reached an agreement as between themselves on all major issues. I believe that there is a reasonable prospect of obtaining the third party consents that remain outstanding, meaning that extending the negotiations is a reasonable risk in the circumstances.

C. SEALING

21. The Applicant requests that the unredacted version of this Affidavit and the unredacted exhibits attached hereto and the unredacted Eighth Report of the Monitor be sealed pending further order of this Court.

22. The materials requested to be sealed contain commercially sensitive information. Among other things, this unredacted affidavit includes the Applicant's cash flow forecast for the duration of the requested Stay Period. This cash flow forecast demonstrates, among other things, how much money the Applicant has available for legal expenses (specifically, the Ubiquiti Litigation) and the extent of the Applicant's cash reserves. The Eighth Report of the Monitor describes the Applicant's cash flow forecast. The sealing of this information ensures that Ubiquiti cannot use the information contained in the Applicant's cash flow forecasts to the Applicant's detriment in the course of the still-unresolved Ubiquiti Litigation.

23. The information that the Applicant is seeking to seal is similar in nature to the information that this Court has previously sealed in this matter. The Applicant's request is animated by the same concerns that the Court previously found sufficient to justify a sealing order.

24. The Applicant does not believe that any stakeholder will be prejudiced if the information is sealed or redacted. Keeping this information sealed pending further order of the Court is beneficial to the search for an interim lender or purchaser and the resolution of the Ubiquiti Litigation.

D. EXTENSION OF THE STAY PERIOD

25. The current Stay Period expires on October 2, 2020. The Applicant is requesting an extension of the Stay Period until and including October 30, 2020.

26. As detailed in the Applicant's cash flow statement, which is attached hereto and marked as **Exhibit "D"**, the Applicant has sufficient funds to continue operating through the proposed extension of the Stay Period.

27. Roadmap Capital General Partner Ltd. and Roadmap Peraso LP III (U.S. and Offshore), the lenders pursuant to the Applicant's first and second interim financing agreements, have agreed to extend the maturity of their loans to October 31, 2020.

28. The proposed extension to the Stay Period will be used to continue negotiations with Ubiquiti and the third parties whose consent is required to enter into and implement the settlement with Ubiquiti. Peraso plans to return to this Court late next week or the week of October 12, 2020 to seek the approval of a settlement agreement or, if a settlement with Ubiquiti is not possible, an expedited sale process.

29. The Applicant has acted and continues to act diligently and in good faith in respect of all matters relating to these CCAA Proceedings.

30. In the circumstances, I do not believe that any creditor will suffer material prejudice as a result of the extension of the Stay Period.

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I confirm that while connected via video technology, Ronald Glibbery showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with Ronald Glibbery and verify that the pages are identical.

Affirmed before me by video conference from the City of Toronto, Ontario, to the Community of Eugenia (Grey County), Ontario, on October 1, 2020.

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
in the Province of Ontario

DocuSigned by:
Ronald Glibbery
D41573EF6574469...

RONALD GLIBBERY

Deponent's Initials DS RG

This is
EXHIBIT "A"
referred to in the affidavit of
RONALD GLIBBERY
dated October 1, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Commissioner for taking affidavits

Court File No. ________________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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A PLAN OF COMPROMISE OR ARRANGEMENT OF
PERASO TECHNOLOGIES INC.

(Applicant)

AFFIDAVIT OF RONALD GLIBBERY
(Sworn June 2, 2020)

I, Ronald Glibbery, of the City of Toronto, Ontario AFFIRM AND SAY:

1. I am the founder of Peraso Technologies Inc. ("**Peraso**" or the "**Applicant**"). I am and have been a director of Peraso since it was founded. I was also Peraso's Chief Executive Officer from its founding until approximately February 2018. I assumed the role of Senior Vice President of Corporate Development at Peraso between February 2018 and February 2020, inclusive, and on March 1, 2020, I again became the interim Chief Executive Officer.

2. I have also reviewed the books and records of Peraso and I have spoken with certain current and former directors, officers and/or employees of Peraso, as necessary and applicable. As a result, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. Where I have relied upon information received from other individuals, I state the source of such information and believe such information to be true.

3. All references to currency in this affidavit are references to United States dollars, unless otherwise indicated.

A. INTRODUCTION

4. This affidavit is sworn in support of an application by the Applicant for an order (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**").

5. This CCAA application is necessary due to Peraso's pending liquidity crisis and anticipated inability to satisfy its payment obligations as they come due. If action is not taken now, Peraso anticipates that it will run out of cash by late June 2020, at which point it will be forced to cease operations.

6. Peraso is a small, private Canadian company specializing in the development of integrated circuits and chipsets for use in wireless technology that operates on the 60 gigahertz ("**GHz**") band. As described in greater detail below, for over the last 12 months, Peraso has been the subject of multiple legal proceedings brought in Canada and the United States by Ubiquiti Inc. and its various affiliates (collectively, "**Ubiquiti**"). Ubiquiti is a publicly traded US technology company that generates in excess of $1 billion in annual gross revenues. It is Peraso's largest customer and one of its shareholders.

7. The costs associated with the litigation place further strain on Peraso's already strained liquidity. Furthermore, the litigation with Ubiquiti has stymied any and all of Peraso's efforts to raise additional funds, pursue a sales process or even market its products. Due to the on-going Ubiquiti litigation, Peraso has been unable to obtain the necessary liquidity to continue its operations outside of formal insolvency proceedings.

8. Peraso is now seeking the protection of the CCAA and the relief available thereunder so that it can raise essential interim financing and resolve its disputes with Ubiquiti. Doing so would enable Peraso to explore restructuring, financing, sales to other customers and/or sale of the entire business options that will enable it to emerge from these proceedings as a viable and sustainable business for the benefit of all of its stakeholders, including its employees and shareholders.

9. If this Court grants the proposed Initial Order, Peraso plans to commence ancillary insolvency proceedings (the "**Chapter 15 Proceedings**") under chapter 15 of title 11 of the *United States Code* (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**US Court**").

10. The Board of Directors of Peraso has authorized this CCAA application. The holders of the 2019 Notes and the 2020 Notes (as those terms are defined below) will receive notice of this CCAA application.

Affiant's Initials DS RG

B. BACKGROUND

(i) Corporate Overview

11. Peraso is a fabless[1] semiconductor[2] company specializing in the development of integrated circuits and chipsets[3] for use in wireless technology that operates on the 60 GHz band. The 60 GHz band is a band of extremely high radio frequencies that allow the short-range transmission of data at high speeds up to multiple gigabits per second.[4] Wireless technology that operates on the 60 GHz band can be used in a variety of applications, such as to create high speed wireless networks in businesses and homes or be used by internet service providers to deliver high speed broadband to businesses and homes without the need to install fibre or cable connections.

12. Peraso is a corporation incorporated under the laws of the Province of Ontario in June 2008. Peraso's place of business is at 144 Front Street West, Suite 685, Toronto, Ontario, M5J 2L7, Canada. Peraso does not have any subsidiary corporations.

13. Pursuant to Peraso's amended articles of incorporation dated March 2, 2016, Peraso was authorized to issue common shares, Class A Convertible Preferred Shares, Class B Convertible Preferred Shares, and Class C Convertible Preferred Shares.

14. Following a conversion of the Class A, Class B and Class C Convertible Preferred Shares implemented on March 13, 2020, Peraso's shares are held by the following entities (all of which are common shares):

[1] "Fabless" means that the fabrication of silicon wafers (or chips) used in Peraso's products is outsourced to a plant or foundry.
[2] A semiconductor is a material product usually comprised of silicon, which conducts electricity more than an insulator, such as glass, but less than a pure conductor, such as copper or aluminum. Nearly any device that is computerized or that uses radio waves depends on semiconductors to function.
[3] A chipset is a set of electronic components which consists of at least one radio device, one baseband device, and, typically, an antenna.
[4] For context, the much-publicized 5G cellphone networks that telecommunication companies are developing in Canada rely on lower radio frequency bands than the 60 GHz band (typically closer to 3.5GHz). 60 GHz networks are faster than 5G networks, but 5G networks have a greater range and can more easily penetrate walls and surfaces.

Investor	Shareholding	Ownership %
Roadmap Capital Inc.*	34,174,579	26.11%
Qorvo International Pte. Ltd	23,122,197	17.67%
Celtic House Venture Partners Inc.*	14,197,928	10.85%
Total ESOP - Peraso Technologies Inc. Stock Option Plan	11,883,709	9.08%
iNovia*	9,652,587	7.38%
Ontario Capital Growth Fund	9,639,130	7.36%
VentureLink Funds*	7,405,797	5.66%
Ubiquiti Networks Canada Inc.	5,728,955	4.38%
Integrated Device Technology Malaysia SDN BHD	5,665,393	4.33%
Polar Multi-Strategy Master Fund	5,227,349	3.99%
Employees	3,693,415	2.82%
Other Investors	400,000	0.31%
Comerica Bank	90,000	0.07%
Total	**130,881,039**	**100.00%**

Notes:
1. An asterisk (*) denotes a shareholding that may be direct or indirect through related co-investment vehicles.
2. Ubiquiti is challenging the conversion of the preferred shares to common shares in the Oppression Litigation (as defined below). As such, the shareholdings listed above may change depending on the outcome of the Oppression Litigation.

15. Peraso's shareholders are parties to a Ninth Amended and Restated Unanimous Shareholders Agreement made as of March 13, 2020 (the "**USA**"). Among other things, the USA stipulates the composition of Peraso's Board of Directors (the "**Peraso Board**").

(ii) Peraso's Products and Services

16. Peraso is in the business of developing the underlying technologies that will power the next generation of wireless internet.

17. At present, Peraso's revenue is primarily derived from engineering services. This is because Peraso remains a developing company and not all of its products are currently

Affiant's Initials DS RG

available for sale. Going forward, Peraso anticipates that its revenue will be primarily generated from its two core business segments: (i) software[5] and (ii) chipsets.

18. With respect to Peraso's chipsets, they serve the 60 GHz wireless market. Peraso's core chipsets are the following:

(a) **"W" Series Chipsets**: These chipsets are designed as an alternative to existing wired standards (like USB or HDMI) in consumer electronics devices such as virtual reality headsets, docks, adapters, smartphones and tablets; and

(b) **"X" Series Chipsets**: These chipsets are designed for high performance wireless applications and can create wireless networks with a range of over 1.5 km—significantly higher than most other 60 GHz wireless technology currently on the market.

19. Peraso is in the process of leveraging its expertise with respect to 60 GHz wireless technology to enter the 5G wireless technology market. Some of Peraso's intellectual property that can be leveraged for use in the 5G wireless market includes:

(a) High performance phased array technology operating in the millimeter wave ("**mmWave**") band;[6]

(b) High efficiency, low cost phrased array antennas; and

(c) Low cost mmWave production test systems for use by customers engaged in high volume manufacturing.

(iii) Employees and Contractors

20. As of May 19, 2020, Peraso employed 78 employees and/or contractors. That number is down from December 2019 by 24 people. As part of an effort to reduce costs, the number of

[5] "Software" refers to the programs and other operating information used by computer technology.
[6] mmWave refers to the band of high frequency radio frequencies between approximately 30GHz and 300GHz (in Canada, wireless networks operating on the mmWave band are largely confined to the 28 GHz to 71 GHz frequency bands). 5G wireless networks are expected to operate, at least in part, on mmWave bands.

employees was reduced through temporary layoffs (15), elimination of student co-op positions (4) and resignations with no replacements (5).

21. Of the current employees and/or contractors, 64 are analog, digital and software engineers that are critical to the sustainability of business as the key assets of the business intellectual property and product development.

22. Peraso's employees are paid bi-weekly in arrears. All payments to employees and contractors are currently being made and are proposed to continue to be paid in the ordinary course.

23. Peraso's employees are not unionized. Peraso maintains a benefits plan but it does not have a pension plan.

(iv) Peraso's Customers

24. Peraso's largest customer is Ubiquiti and its affiliates. For the second quarter of 2020, I would estimate that roughly 95% of Peraso's component revenue and at least 40% of Peraso's overall revenue is attributable to Ubiquiti.

25. Ubiquiti's position as Peraso's largest customer is largely due to two factors. First, Ubiquiti is one of the largest players in the wireless networking market which, in turn, makes it a large purchaser of chipsets. Second, the Exclusivity Clause in the Licence Agreement (as defined and described below) effectively prevents Peraso from selling certain chipsets to customers other than Ubiquiti. Based on my discussions with Peraso's other customers and other entities in the wireless networking market, I believe that without the Exclusivity Clause, Peraso would have many alternative customers who would purchase the chipsets covered by the Licence Agreement.

26. Peraso is starting to expand its customer base and develop revenue streams independent of Ubiquiti. This remains an ongoing process and it is estimated that Peraso will start seeing the benefits of a more diversified customer base within the next year. This process will be greatly assisted by a determination of the validity and enforceability of the Exclusivity Clause.

C. RELATIONSHIP WITH UBIQUITI

27. Ubiquiti is a corporation incorporated under the laws of the State of Delaware, having a place of business at 685 Third Ave., 27th Floor, New York, NY 10017. Ubiquiti is a publicly traded company (NYSE: UI) that develops and markets professional network hardware and software that is used to create networking infrastructures in 200 countries across the world.

(i) The Peraso-Ubiquiti Transaction

28. On December 21, 2018, Peraso and Ubiquiti entered into a licence agreement (the "**Licence Agreement**"), which was part of a larger transaction (the "**Peraso-Ubiquiti Transaction**") whereby Peraso, Ubiquiti and Ubiquiti's wholly owned subsidiary Ubiquiti Networks Canada Inc. ("**Ubiquiti Canada**") entered into the following additional agreements:

(a) the Class C Series 1 Convertible Preferred Share Subscription Agreement between Peraso and Ubiquiti Canada, dated December 21, 2018 (the "**Subscription Agreement**");

(b) the Letter Agreement in respect of Class C Series 1 Convertible Preferred Share Subscription Agreement sent from Peraso to Ubiquiti Canada, dated December 21, 2018; and

(c) the Master Purchase and Supply Agreement between Peraso and Ubiquiti Cayman Limited, dated December 21, 2018 (the "**Supply Agreement**").[7]

29. Under the Licence Agreement, Peraso would develop certain chipsets as per Ubiquiti's specifications (in addition to granting Ubiquiti certain intellectual property and exclusivity rights). The Licence Agreement included an exclusivity clause (the "**Exclusivity Clause**") that provided, with few exceptions, that Peraso would refrain from manufacturing, distributing,

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[7] The Supply Agreement governs the supply by Peraso of chipset and related products set out in the exhibits to the Supply Agreement pursuant to purchase orders which, under certain circumstances, may be accepted or rejected by Peraso (provided that, under the circumstances in which a purchase order is validly rejected by Peraso, it must provide a basis for such rejection). A non-exclusive intellectual property licence is granted by Peraso in favour of Ubiquiti Cayman Limited providing for, among other things, the right by Ubiquiti Cayman Limited to embed the Peraso goods in or to Ubiquiti's products, and for marketing, distribution and other purposes. The Supply Agreement remains in good standing and has not been terminated.

offering or selling any of the chipsets covered by the Licence Agreement (defined as "Licenced Chipsets" in the Licence Agreement) in select markets (defined as the "Customer's Market" in the Licence Agreement) other than to Ubiquiti or its affiliates.

30. The Peraso-Ubiquiti Transaction was structured so that, as Peraso achieved each of three defined milestones under the Licence Agreement (the "**First, Second, and Third Tranche Development Milestones**" or "**Tranche Development Milestones**"), Ubiquiti would cause Ubiquiti Canada to purchase certain amounts of Peraso's Class C Series 1 Convertible Preferred Shares ("**Class C Shares**") pursuant to the Subscription Agreement.

31. The Tranche Development Milestones and Ubiquiti's corresponding obligations under the Subscription Agreement were material aspects of the Peraso-Ubiquiti Transaction. They established the sequence of work to be performed by Peraso and provided a predictable flow of capital to Peraso, which at the time was (and remains) in the early stages of generating revenue. Peraso's business depended on the flow of capital outlined in the Subscription Agreement to fund its operations and, more generally, to remain solvent.

32. The First Tranche Development Milestone had been satisfied at the time Peraso and Ubiquiti entered into the Licence Agreement on December 21, 2018. Such satisfaction was memorialized in section 2.1(i) of the Licence Agreement. Accordingly (and in connection with the closing of the Peraso-Ubiquiti Transaction), on December 21, 2018 Ubiquiti Canada purchased 4,583,164 Class C Shares of Peraso for $5,000,000 (representing a price per share of $1.4790 after currency exchange) pursuant to section 2.1(a) of the Subscription Agreement.

33. In connection with the Peraso-Ubiquiti Transaction and Ubiquiti Canada's purchase of 4,583,164 Class C Shares of Peraso, Peraso, Ubiquiti Canada, and the other shareholders of Peraso entered into an Eighth Amended and Restated Unanimous Shareholders Agreement on December 21, 2018 (the "**Eighth USA**"). Among other things, the Eighth USA set out the requirements of the Board of Directors of Peraso. Although Ubiquiti was not a significant shareholder of Peraso, it was nonetheless granted certain limited observer rights in relation to the Peraso Board. A copy of the Eighth USA is attached hereto as **Exhibit "A"**.

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(ii) Ubiquiti's Failure to Meet Its Obligations Under the Licence Agreement

34. On January 29, 2019, Peraso met the Second Tranche Development Milestone and gave proper notice to Ubiquiti under section 2.2 of the Licence Agreement. Pursuant to section 2.2 of the Licence Agreement, Ubiquiti was required, within 30 days, to provide Peraso with written notice of rejection or acceptance of Peraso's satisfaction of the Second Tranche Development Milestone. Ubiquiti did not confirm that the acceptance criteria for the Second Tranche Development Milestone had been satisfied, nor did Ubiquiti provide written notice of a rejection setting forth in adequate detail the reason for such rejection. Peraso's position is that Ubiquiti's failure to give a formal acceptance or rejection of the Second Tranche Development Milestone constituted a material breach of the Licence Agreement.

35. Peraso's achievement of the Second Tranche Development Milestone triggered a payment obligation under which Ubiquiti was obligated to cause Ubiquiti Canada to purchase $2 million of Class C Shares of Peraso. Ubiquiti and Ubiquiti Canada did not make the required $2 million investment.

36. Despite Ubiquiti's breach, Peraso continued working towards the Third Tranche Development Milestone in good faith. Peraso expected that, in the absence of a formal objection to the Second Tranche Development Milestone, payment from Ubiquiti would be forthcoming.

37. In July 2019, Ubiquiti started making unilateral requests to change the deliverables and specifications under the Licence Agreement. Peraso carried on working with Ubiquiti in good faith. On or around August 26, 2019, Ubiquiti started making demands that (i) the chipset specifications be changed; and (ii) that it be given joint and equal ownership rights to the intellectual property covered by the Licence Agreement and any related intellectual property. Ubiquiti indicated that it would cause Ubiquiti Canada to withhold the Third Tranche Development Milestone investment of $8 million in Peraso if its demands were not met, which demands were outside the terms of the Licence Agreement. Peraso and Ubiquiti were unable to come to an agreement with respect to Ubiquiti's demands.

38. On October 31, 2019, Peraso gave proper notice of satisfaction that it achieved the Third Tranche Development Milestone. Accordingly, Ubiquiti had 30 days under section 2.2 of the Licence Agreement to provide a written notice of rejection or acceptance. Once again,

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Ubiquiti did not confirm that the acceptance criteria set forth in the Licence Agreement had been met nor did Ubiquiti provide a written notice of rejection. Ubiquiti did not take the position that the Third Tranche Development Milestone had not been met. Ubiquiti's failure to provide the requisite confirmation constituted a material breach of the Licence Agreement. Ubiquiti did not cause Ubiquiti Canada to make the required $8 million investment in Peraso.

(iii) Peraso Obtains First Emergency Funding to Replace Funds Committed by Ubiquiti

39. As memorialized in the Licence Agreement and the Subscription Agreement, Peraso expected that if it satisfied the Second Tranche Development Milestone and the Third Tranche Development Milestone on or before October 31, 2019, Ubiquiti would fund Peraso $10 million in the aggregate. This $10 million investment was essential for Peraso to continue its operations.

40. Given (i) that Ubiquiti had failed to provide its promised funding upon the achievement of the Second Tranche Development Milestone; (ii) Ubiquiti's indications beginning on or around August 26, 2019 that it would not pay the Third Tranche Development Milestone; and (iii) the fact that Peraso had serious concerns about its solvency if the funding promised by Ubiquiti was not provided, Peraso began to explore potential alternative sources of financing on or about October 1, 2019. Peraso informed Ubiquiti of its exploration of financing options, and invited Ubiquiti (among others) to participate in a term sheet whereby Peraso would issue secured notes (the "**2019 Notes**").

41. After October 31, 2019 (when Peraso gave proper notice of satisfaction that it achieved the Third Tranche Development Milestone), Peraso inquired as to whether Ubiquiti would accept or reject the achievement of the Third Tranche Development Milestone and, if not, whether anything further was required from Peraso. Ubiquiti offered some comments with respect to the deliverable itself (but not Peraso's performance with respect to the deliverable), but ultimately failed to issue a written acceptance or rejection of the achievement of the Third Tranche Development Milestone as required by the Licence Agreement. Ubiquiti also failed to purchase any of the $10 million of aggregate Class C Shares that it was obligated to purchase following the satisfaction of the Second and Third Tranche Development Milestones.

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42. Throughout this period, Ubiquiti continued to make ownership demands with respect to Peraso's intellectual property. I am advised by Bill McLean, the former CEO of Peraso, that in early December 2019, Ubiquiti advised him that Ubiquiti did not believe that Peraso had a viable financing plan. Peraso understood Ubiquiti to be holding the financial stability of Peraso hostage in exchange for acquiring the intellectual property rights owned by Peraso under the Licence Agreement.

43. Accordingly, and to avoid insolvency, the members of the Peraso Board exercised their business judgment to obtain the necessary financing and completed the issuance of the 2019 Notes in the aggregate principal amount of $1,748,035.40. The only parties to subscribe to the 2019 Notes were Polar Multi-Strategy Master Fund ("**Polar**") and entities affiliated with Roadmap Capital Inc. ("**Roadmap**"). The 2019 Notes carry an interest rate of 6% per annum and mature on December 31, 2023 (the 2019 Notes originally matured on June 30, 2025 but their terms were amended on March 13, 2020).

44. Despite having the right to participate in the 2019 Notes, Ubiquiti declined to do so.

(iv) Termination of the Licence Agreement and the Licence Litigation

45. On December 11, 2019, Peraso sent a written notice of default to Ubiquiti, demanding cure of its defaults within 30 days. Ubiquiti did not cure the defaults and on January 16, 2020, Peraso terminated the Licence Agreement.

46. On February 6, 2020 Peraso entered into an exclusivity agreement with a potential third-party purchaser (with an exclusivity period ending on March 1, 2020). On or about the same day, Peraso provided notice to Ubiquiti that it had entered into an exclusivity agreement with a potential third-party purchaser.

47. Days later, on February 14, 2020, Ubiquiti filed a complaint against Peraso in the United States District Court for the Southern District of New York ("**SDNY Court**") seeking, among other things: (i) a declaratory judgment holding that the Licence Agreement is in full force and effect; (ii) a declaratory judgment that Peraso is obligated to honour the terms of the Licence Agreement; and (iii) monetary damages (such proceedings in the SDNY Court, the "**Licence Litigation**").

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48. I am advised by Bill McLean that following the commencement of the Licence Litigation, the potential purchaser spoke with Ubiquiti. On or about February 21, 2020, the purchaser informed Peraso that it would not move forward with the acquisition of Peraso without first resolving the Licence Litigation.

49. On March 10, 2020, Ubiquiti filed an amended complaint that, among other things, added Bill McLean, William James Whitaker, Shawn Abbott, David Adderley, Imed Zine-El-Abidine and Riadh Zine-El-Abidine personally as defendants (collectively, the "**Peraso Board Defendants**"). Each of these individuals were members of the Peraso Board at the time Peraso terminated the Licence Agreement.

50. The specific allegations made by Ubiquiti can be found in the pleadings filed by Ubiquiti with the SDNY Court, which are attached hereto and marked as **Exhibit "B"**. In summary, however, Ubiquiti alleges that Peraso and its directors were not entitled to terminate the Licence Agreement and seeks, among other things, a declaration that it is not in breach of its obligations under the Licence Agreement, a declaration that Peraso is obligated to make the chipsets contemplated under the Licence Agreement available to Ubiquiti exclusively, and compensatory damages for an estimated $5 million as against each of Peraso and its directors.

51. Peraso and the Peraso Board Defendants deny any allegations of wrongdoing made by Ubiquiti and seek by counterclaim, among other things, a declaration that Peraso fulfilled its obligations under the Licence Agreement, a declaration that Ubiquiti failed to fulfill its obligations under section 2.2 of the Licence Agreement, and compensatory and punitive damages arising from the impacts of Ubiquiti's breach of contract (and other duties) on the value of Peraso's business, its goodwill, and its ability to secure financing. Peraso's Answer to First Amended Complaint and Counterclaims is attached hereto and marked as **Exhibit "C"**.

(v) Peraso Obtains Second Emergency Funding to Replace Funds Committed by Ubiquiti

52. By February 2020, Peraso again faced an imminent risk that it would become insolvent. At this time, it was anticipated that by March 13, 2020, Peraso would be unable to meet all of its obligations as they came due, including its payroll obligations.

53. In response to Peraso's potential insolvency, on February 28, 2020, Messrs. McLean, Whitaker, and Abbott resigned from the Board of Directors of Peraso due to concerns about their exposure to personal liability. Since then, the Peraso Board has been comprised of four individuals: Riadh Zine-El-Abidine (a Roadmap nominee), Imed Zine-El-Abidine (a Roadmap nominee), David Adderley (a Celtic House Venture Partners nominee), and myself.

54. On March 2, 2020, the disinterested members of the Peraso Board (i.e. David Adderley and myself) approved a term sheet authorizing the offering of convertible notes, which were to be backstopped by Roadmap (the "**2020 Notes**"). The Peraso Board's approval was subject to shareholder approval. The only party to subscribe to the 2020 Notes was Roadmap. The 2020 Notes carry an interest rate of 6% per annum and mature on December 31, 2023.

55. Following board approval, on March 2, 2020, the Peraso Board distributed a Management Information Circular to its shareholders scheduling a shareholder meeting for March 12, 2020 at 8:00 a.m. EST.

56. On March 3, 2020, the Peraso Board distributed a Pre-emptive Rights Notice to its shareholders so that such shareholders could participate on the same terms to subscribe for the 2020 Notes. Ubiquiti declined to participate in this financing.

57. Immediately prior to the close of business on the evening of March 11, 2020—the day before the shareholder meeting—Ubiquiti tendered a bridge loan facility as an alternative source of financing. Ubiquiti's proposal was silent with respect to material terms and contained various conditions that could not be satisfied before March 13, 2020 or at all.

58. Ubiquiti did not attend the March 12, 2020 shareholder meeting where, among other things, shareholders were fully made aware of Ubiquiti's proposal. All of the shareholders present unanimously approved the issuance of the 2020 Notes.

59. On March 13, 2020, the financing closed and Peraso was able to meet certain of its obligations due at that time, including payroll.

(vi) The Oppression Litigation

60. Instead of participating in Peraso's proposed rescue financing, on April 8, 2020, Ubiquiti Canada filed a Statement of Claim with this Court seeking, among other things: (i) a

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declaration that certain steps taken by Peraso in securing financing in March 2020 amounted to oppression pursuant to s. 248 of the *Business Corporations Act* (Ontario); and (ii) a declaration that Peraso's shareholder meeting held on March 12, 2020, and any and all votes taken, and resolutions approved, at that meeting are void (such proceedings, the "**Oppression Litigation**").

61. The Oppression Litigation names Peraso, the Peraso Board Defendants, myself, Roadmap and certain entities affiliated to Roadmap as defendants.

62. Ubiquiti Canada's Statement of Claim is attached hereto and marked as **Exhibit "D"**.

63. On May 29, 2020, Peraso served a Statement of Defence, which is attached hereto and marked as **Exhibit "E"**. Peraso denies the allegations contained in the Oppression Litigation. In particular, Peraso denies that the steps it took to obtain the 2020 Notes amounted to oppression, given that, among other things, the 2020 Notes were issued in good faith and as part of an effort to avoid insolvency. Further, the March 12, 2020 shareholder meeting was properly conducted and Ubiquiti was able to participate in the shareholder meeting but opted not to.

(vii) The Notice Litigation

64. In addition to the Licence Litigation and the Oppression Litigation, on February 19, 2020, Ubiquiti Canada filed a Notice of Application with this Court alleging that Peraso was in default of its obligations to provide Ubiquiti Canada, through an observer appointed by Ubiquiti Canada to observe the Peraso Board, with notices of meetings of the Peraso Board and all written information provided to the Peraso Board or any committee thereof (such litigation, the "**Notice Litigation**").

65. Prior to February 2020, Ubiquiti Canada never sought to exercise its observer rights or sign a relevant Confidential Information and Non-Disclosure Agreement ("**NDA**") as required by the terms of the USA. In fact, the first occasion on which Ubiquiti Canada asserted or raised concerns regarding its observer rights under the USA was in its Notice of Application issued February 21, 2020. That application was resolved on consent and Peraso agreed to provide the materials sought by Ubiquiti. Peraso has requested that the observer execute its form of NDA.

66. On April 20, 2020, Ubiquiti Canada filed a second Notice of Application with this Court alleging that despite requests from counsel for Ubiquiti Canada, Peraso failed to provide Ubiquiti Canada with access to its books and records required to be maintained pursuant to s. 140(1) of the *Ontario Business Corporations Act*, R.S.O. 1990, c. B.16 ("**OBCA**"). An initial hearing with respect to this application was heard by this Court, at which time Peraso indicated its intention to provide Ubiquiti with the requested materials. Peraso has since provided Ubiquiti with certain of the requested materials. I understand that at this time, no follow-up hearing has been scheduled.

D. FINANCIAL STATUS

67. A copy of Peraso's audited financial statements as of December 31, 2019 are attached hereto as **Exhibit "F"**. For the fiscal year 2019, Peraso generated $506,000 in gross revenue, and a net loss of over $26 million. As a business that is still in its development phase, Peraso's expenses are high (in anticipation of future growth) but its revenues are still low, which results in a large net loss. Peraso's expenses in 2019 included $10.2 million for research and development and $1.6 million for marketing.

(i) Assets

68. As at December 31, 2019 (as noted in Peraso's balance sheet attached as Exhibit "F"), Peraso had approximately $8.9 million of assets on its balance sheet. Approximately $3 million of assets were property and equipment, $1.9 million was cash and cash equivalents.

69. In addition, Peraso has approximately 45 patent applications and has been granted approximately 25 patents (many of which are related to next-generation wireless technology).

(ii) Liabilities

70. As at the date of this affidavit, Peraso had liabilities totalling approximately $6.9 million.

Secured Indebtedness

71. As of late May 2020, Peraso was indebted to Roadmap in the approximate amount of $1 million and to Polar in the approximate amount of $748,035.40 on account of the 2019

Notes. In addition, Peraso owes approximately $3,885,000 to Roadmap on account of the 2020 Notes.

72. The 2019 Notes and the 2020 Notes rank equally in priority to one another. Both notes are secured by a general security interest in all present and after acquired property and assets of Peraso.

73. Attached hereto as **Exhibit "G"** is a copy of the search of the Ontario Personal Property Security Act Registry conducted on May 24, 2020 in respect of Peraso.

74. Peraso does not maintain any open credit facilities.

Unsecured Indebtedness

75. As at the date of this affidavit, Peraso had unpaid unsecured obligations, (including accounts payable) of approximately $1.2 million.

76. Further, Ubiquiti is seeking monetary damages from Peraso in amounts in excess of $5 million in the Licence Litigation. Ubiquiti has not quantified its requested damages with respect to the Oppression Litigation.

E. PERASO'S NEED FOR CCAA PROTECTION

77. Peraso's financial challenges began in 2019 with Ubiquiti's breach of the Licence Agreement and failure to fund its committed investments. Ubiquiti's failure to invest in Peraso upon the completion of the Second and Third Tranche Development Milestones resulted in Peraso not receiving a total of $10 million of promised investment. This was extremely detrimental to Peraso's financial health, as Peraso had incurred costs under the Licence Agreement with the expectation of receiving the committed investment from Ubiquiti.

78. While the issuance of the 2020 Notes provided Peraso with crucial funding, the 2020 Notes only provided Peraso with enough liquidity to survive until approximately late June 2020. Peraso needs additional financing if it is to continue operating past that date, but it has been unable to obtain financing or consummate any other viable transactions due to, among other things, the on-going Licence Litigation and the Oppression Litigation. That litigation remains far from resolved and, unlike Ubiquiti, Peraso does not, in its current state, have the

means to continue the litigation (and any other claims Ubiquiti may choose to assert against Peraso).

79. I and certain other directors of Peraso have spoken with multiple potential sources of financing, including at least seven of Peraso's existing shareholders and/or lenders regarding obtaining additional financing for Peraso. All have declined to invest any additional funds into Peraso at this time and outside of a court-approved process.

80. Similarly, Peraso has been unable to commence meaningful discussions with potential purchasers. In addition to the third-party purchaser who terminated discussions in February 2020, Peraso engaged in discussions with another large public US technology company which expressed a strong interest in Peraso's technology; however, that party also advised Peraso that it would not do any type of deal with Peraso while the Licence Litigation remained on-going.

81. In my discussions with potential financiers and purchasers, they have informed me that the Licence Litigation and Oppression Litigation deter them from entering into transactions with Peraso for the following reasons:

(a) the Licence Litigation brings into question the enforceability of the Exclusivity Clause, which creates uncertainty for investors and acquirors. Peraso is, quite simply, too risky for an investor or acquiror. If, for example, the Exclusivity Clause is enforceable, then Peraso would effectively be limited to selling the products covered by the Exclusivity Clause to Ubiquiti and its affiliates. If Ubiquiti's demand for these products dropped, Peraso could not make up for lost sales by relying on other customers. This is a serious concern because Ubiquiti accounts for approximately 95% of Peraso's component revenue; and

(b) the Oppression Litigation brings into question Peraso's capitalization structure and the powers of its minority shareholders, which again creates uncertainty. This contributes to the impression that financing Peraso is too risky.

82. Peraso also explored government grants available to companies such as Peraso as potential sources of financing. All applications and discussions regarding such grants made

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enquiries about Peraso's on-going litigation with Ubiquiti. At this time, I do not believe Peraso will be able to obtain any government assistance in the short term, if ever.

83. Further, the COVID-19 pandemic has exacerbated Peraso's (and others') efforts to obtain financing or engage in a strategic transaction because financial markets have become significantly more risk-averse.

84. In summary, the Licence Litigation and the Oppression Litigation impair Peraso's ability to sell its products to customers other than Ubiquiti, deter potential purchasers from acquiring Peraso, and effectively prevent Peraso from obtaining viable financing.

85. The resolution of the Licence Litigation and Oppression Litigation would make Peraso a more attractive candidate for an acquisition or for additional financing. Further, I firmly believe that if the Exclusivity Clause was found to be unenforceable, then Peraso could quickly find new customers and increase its revenue.

86. Given the above, Peraso is seeking CCAA protection to (i) stabilize its liquidity position under Court supervision; and (ii) resolve the claims asserted against it in the Licence Litigation and the Oppression Litigation within these CCAA Proceedings. Once CCAA protection is obtained (and subsequently, once the Licence Litigation and the Oppression Litigation are resolved), I expect Peraso's prospects of raising additional funds and/or finding a purchaser for its assets to improve dramatically. I believe this will result in maximization of value for all of Peraso's stakeholders, including its shareholders.

(i) Peraso is Insolvent

87. Peraso's current revenues for 2020 as of late May are approximately $2 million. Peraso's monthly cash burn is approximately $1 million, and it has cash reserves of less than $1.4 million. Given these factors, Peraso is anticipated to run out of cash by late June 2020—meaning it will be unable to meet payroll or to fund its continued operations past that date.

(ii) Peraso is a Viable Business

88. Peraso is a viable business. Its products remain at the forefront of the 60 GHz wireless market, and its entry into the 5G wireless market is expected to be similarly successful.

Overall, Peraso is positioned to be a market leader for the next generation of wireless technology.

(iii) Funding the CCAA Proceedings

89. Peraso is not seeking debtor-in-possession ("**DIP**") financing as part of this Initial Order; however, Peraso anticipates a need for DIP financing in the short term. Peraso has had discussions with parties who indicated they will be prepared to advance funds if CCAA protection is obtained. As such, Peraso intends to return to this Court for approval of DIP financing at a subsequent hearing.

F. CASH FLOWS

90. A four-week cash flow projection (the "**Cash Flow Statement**") was prepared by Peraso in consultation with Ernst & Young Inc. ("**EY**"), the proposed court-approved Monitor in these proceedings (the "**Monitor**"), for the period from May 30, 2020 to the week ending June 26, 2020. During this time, Peraso's estimated primary uses of cash will consist of the payment of ongoing day-to-day operational expenses and professional fees and disbursements in connection with these CCAA Proceedings. A copy of the Cash Flow Statement is attached hereto and marked as **Exhibit "H"**.

91. As of June 26, 2020, Peraso will have an estimated $55,100 of cash on hand. The Cash Flow Statement projects that, subject to obtaining the relief outlined herein, Peraso will have sufficient cash to fund its projected operating costs until the end of the stay period.

G. CASH MANAGEMENT SYSTEM

92. In the ordinary course of its business, Peraso uses a centralized cash management system (the "**Cash Management System**") to, among other things, collect funds and pay expenses associated with its operations. The Cash Management System gives Peraso the ability to efficiently and accurately track and control corporate funds and ensure cash availability.

93. Peraso maintains two bank accounts with Comerica Incorporated.

H. THE PROPOSED INITIAL ORDER

(i) Engagement of Ernst & Young Inc.

94. EY has consented to act as the Monitor, subject to Court approval.

95. EY is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* as amended and is not subject to any of the restrictions on who may be appointed as Monitor set out in section 11.7(2) of the CCAA. I am advised by Maria Konyukhova of Stikeman Elliott LLP, counsel to Peraso, that EY has extensive experience in matters of this nature, including in cross-border restructuring proceedings, and is therefore well-suited to this mandate.

(ii) Reduced Restructuring Provisions in Proposed Initial Order

96. I am advised by counsel that, in line with current practice since the amendments to the CCAA came into force on November 1, 2019, Peraso is seeking a "skinny" form of Initial Order, which seeks only the relief reasonably necessary for the first 10 days until the hearing of the Comeback Motion (as defined below), and does not contain some of the more fulsome restructuring language found in the Initial Order developed by the model order subcommittee of the Commercial List Users' Committee of the Ontario Superior Court of Justice (the "**Model Initial Order**"). Similar to the Model Initial Order, the proposed Initial Order provides the Monitor with broad powers to, among other things, monitor Peraso's receipts and disbursements and advise Peraso in the preparation of cash flow statements.

(iii) Administration Charge

97. Peraso seeks a charge on Peraso's assets, property and undertakings (the "**Property**") in the maximum amount of C$200,000 to secure the fees and disbursements incurred in connection with services rendered to Peraso both before and after the commencement of the CCAA Proceedings Canadian and US counsel to Peraso, EY as the proposed Monitor and Canadian and US counsel to the proposed Monitor (the "**Administration Charge**").

98. Peraso worked with the proposed Monitor to estimate the proposed quantum of the Administration Charge. The proposed Monitor has reviewed the quantum of the Administration Charge and believes it is reasonable and appropriate in view of the

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complexities of Peraso's CCAA Proceedings and the services to be provided by the beneficiaries of the Administration Charge.

99. The proposed Initial Order provides that the Administration Charge shall rank first on the Property of Peraso.

(iv) Directors' Charge

100. Peraso believes that an orderly restructuring will only be possible with the continue participation of the Peraso Board and key management and employees who are essential to the viability of the restructuring of Peraso's business.

101. I am advised by counsel to Peraso and believe that in certain circumstances, directors and officers can be held personally liable for certain obligations of a company, including in respect of amounts owing to (i) employees, including unpaid wages, termination and severance amounts, pension amounts and accrued vacation pay; and (ii) the federal and provincial governments, including payroll remittances, harmonized sales taxes, withholding taxes and workers' compensation remittances.

102. To mitigate liability issues with respect to Peraso's directors and officers ("**Peraso's D&Os**"), Peraso maintains directors' and officers' insurance. At present, Peraso's D&O insurance provides for a total of C$2 million in coverage. I, along with other directors and officers, am concerned that this amount of insurance may be insufficient if Peraso's D&Os are found responsible for the full amount of the potential liabilities to which they are exposed.

103. Peraso's D&Os have indicated that, due to the potential for significant personal liability, they cannot continue their service and involvement in this restructuring unless the Initial Order grants them certain protections that are commonly granted to directors and officers of companies involved in proceedings under the CCAA.

104. As such, the proposed Initial Order contemplates a charge on the property of the debtor in the amount of C$650,000 (the "**Directors' Charge**"). The Directors' Charge is proposed to rank second in priority on the Property.

105. I am advised by Ms. Konyukhova that the provisions as they relate to the Directors' Charge are standard provisions that have the effect of staying all proceedings against Peraso's

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D&Os and granting an indemnity with respect to all post-filing claims that may arise against Peraso's D&Os in their capacity as Peraso's D&Os.

106. The Directors' Charge will allow Peraso to continue to benefit from the efforts and knowledge of their director and officers, and it will promote the ongoing stability of Peraso's business during these CCAA Proceedings. Peraso and the proposed Monitor believe the Directors' Charge is reasonable in the circumstances.

107. Finally, it is crucial that the former directors of Peraso be included in the stay of proceedings. As noted above, certain former directors of Peraso are listed as defendants in the Licence Litigation and the Oppression Litigation. As such, it is necessary that these individuals benefit from a stay of proceedings so that the Licence Litigation and Oppression Litigation does not contain as against them while it is stayed against Peraso and its current directors.

(v) Ranking of the Court Ordered Charges

108. The proposed ranking of the court ordered charges is as follows:

(a) Administration Charge; and

(b) Directors' Charge.

(vi) Chapter 15 Proceeding

109. Should the Initial Order be granted, Peraso intends to initiate the Chapter 15 Proceedings in the US Court seeking, among other things: (i) recognition of this CCAA proceeding as a foreign main proceeding pursuant to the Bankruptcy Code; (ii) recognition and enforcement of the Initial Order; and (iii) other appropriate relief under the Bankruptcy Code.

110. The proposed Initial Order provides that the Monitor will be appointed as the "foreign representative" for the purposes of the Chapter 15 Proceedings.

111. Peraso's primary connection to the United States is the Licence Litigation, which is being litigated in the SDNY Court because the Licence Agreement is governed by and

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interpreted in accordance with the laws of the State of New York. Additionally, Peraso's counterclaim for damages against Ubiquiti is a substantial United States-based asset.

112. The Chapter 15 Proceedings are necessary to ensure that, if the Initial Order is granted, this Court's stay of proceedings is recognized and enforced in the United States generally and the SDNY Court in particular.

113. Other than the Licence Litigation, Peraso's connection to the United States is largely limited to (i) its Vice President of Finance, who is a United States resident and a full-time employee of Peraso; (ii) two United States-based contractors; and (iii) approximately $7,500 held as a retainer at Hodgson Russ LLP, US counsel to Peraso. Peraso does not maintain an office in the United States. Substantively the vast majority of Peraso's business operations, employees and assets are located in Ontario.

I. COMEBACK MOTION

114. Peraso intends to return to Court on June 12, 2020 or as soon after that as the Court's availability will permit on notice to the service list for a motion (the "**Comeback Motion**") seeking, among other things:

(a) expansion of the Initial Order to include the more fulsome restructuring provisions found in the Model Order;

(b) approval of DIP financing; and

(c) extending the stay of proceedings granted in the Initial Order.

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I confirm that while connected via video technology, Ronald Glibbery showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with Ronald Glibbery and verify that the pages are identical.

Affirmed before me by video conference from the City of Toronto, Ontario, to the Community of Eugenia (Grey County), Ontario, on June 2, 2020.

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
in the Province of Ontario

DocuSigned by:
Ronald Glibbery
D41573EF6574469...

RONALD GLIBBERY

This is
EXHIBIT "B"
referred to in the affidavit of
RONALD GLIBBERY
dated October 1, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Commissioner for taking affidavits

Court File No. CV-20-00642010-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF
A PLAN OF COMPROMISE OR ARRANGEMENT OF
PERASO TECHNOLOGIES INC.

Applicant

AFFIDAVIT OF RONALD GLIBBERY
(Affirmed August 10, 2020)

I, Ronald Glibbery, of the City of Toronto, Ontario **SOLEMNLY AFFIRM AND DECLARE**:

1. I am the founder of Peraso Technologies Inc. ("**Peraso**" or the "**Applicant**"). I am and have been a director of Peraso since it was founded. I was also Peraso's Chief Executive Officer from its founding until approximately February 2018. I assumed the role of Senior Vice President of Corporate Development at Peraso between February 2018 and February 2020, inclusive, and on March 1, 2020, I again became the interim Chief Executive Officer.

2. I have reviewed the books and records of Peraso and I have spoken with certain current and former directors, officers and/or employees of Peraso, as necessary and applicable. As a result, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. Where I have relied upon information received from other individuals, I state the source of such information and believe such information to be true.

3. I affirm this affidavit in support of a motion by the Applicant pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**") for an order, substantially in the form of the draft order attached as Tab 3 of the Motion Record, that:

(a) extends the Stay Period (as defined below) to and including August 28, 2020, or such further and other date as determined by the Court; and

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(b) seals certain portions of this Affidavit and the exhibits attached hereto and the unredacted Third Report of the Monitor (the "**Third Report**").

A. BACKGROUND

(i) Overview

4. Reference is made to my affidavits affirmed June 2, 2020 (the "**First Glibbery Affidavit**"), June 9, 2020 (the "**Second Glibbery Affidavit**"), and June 25, 2020 (the "**Third Glibbery Affidavit**").[1] A copy of the First Glibbery Affidavit, Second Glibbery Affidavit and Third Glibbery Affidavit (all without exhibits) are attached hereto and marked as **Exhibit "A"**, **Exhibit "B"**, and **Exhibit "C"**, respectively. All capitalized terms not otherwise defined herein are as defined in the First Glibbery Affidavit.

5. Peraso is in the business of the development, marketing and sale of the technologies that will power the next generation of wireless internet. Specifically, Peraso's software and chipsets are designed to operate on the 60 gigahertz band and, it is anticipated, the 5G wireless network.

6. As set out in greater detail in the First Glibbery Affidavit, Peraso sought creditor protection under the CCAA because it expected to run out of cash by early July 2020. Peraso's liquidity crisis was due to, *inter alia*, protracted disputes and multi-jurisdictional litigation commenced by Ubiquiti Inc. and its various affiliates (collectively, "**Ubiquiti**"), which stymied any and all of Peraso's efforts to raise additional funds, pursue a sales process or even market certain of its products.

7. On June 3, 2020, this Court issued the Initial Order that, among other things:

(c) granted an initial stay period in favour of the Applicant and its current and former directors to and including June 13, 2020 (the "**Stay Period**");

(d) appointed Ernst & Young Inc. as the Monitor of the Applicant (the "**Monitor**");

[1] I also affirmed a supplementary affidavit on July 2, 2020. This affidavit is not attached hereto as an exhibit.

(e) granted an Administration Charge up to the maximum amount of C$200,000; and

(f) granted a Directors' Charge up to the maximum amount of C$650,000.

8. Also on June 3, 2020, the Monitor, in its capacity as foreign representative, filed an official form petition (the "**Petition**") under chapter 15 of title 11 of the United States Code ("**Chapter 15**") in the United States Bankruptcy Court for the Southern District of New York (the "**US Court**"), along with an emergency motion requesting that the US Court enter an order giving effect to the Initial Order in the United States on a provisional basis pending final disposition of the Petition.

9. On June 8, 2020, the US Court granted provisional relief that gave the Initial Order full force and effect in the United States on an interim basis and until such time as the US Court could conduct a final hearing on, and enter a final order with respect to, the relief sought by the Monitor, in its capacity as foreign representative, in the Petition.

10. On June 12, 2020, this Court issued an order (the "**Amended and Restated Initial Order**") that, among other things:

(g) expanded the Applicant's restructuring authority and the Monitor's ability to assist with the Applicant's restructuring efforts;

(h) increased the Administration Charge from C$200,000 to C$725,000; and

(i) extended the Stay Period to and including July 3, 2020.

11. On July 2, 2020, this Court issued an order (the "**DIP Order**") that, among other things:

(j) approved a debtor-in-possession financing agreement (the "**DIP Agreement**") between the Applicant, as borrower, and Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. (collectively, the "**DIP Lenders**"), as lenders;

(k) granted a charge over the Applicant's property in favour of the DIP Lenders;

(l) sealed certain portions of the unredacted Third Affidavit and the cash flow forecast attached thereto, certain portions of the unredacted Fourth Affidavit, certain portions of the unredacted DIP Agreement, and certain portions of the unredacted Second Report of the Monitor; and

(m) extended the Stay Period to and including August 14, 2020.

12. Copies of the Initial Order, the Amended and Restated Initial Order, and the redacted DIP Agreement (along with all other filings in these CCAA Proceedings) can be found on the Monitor's website: www.ey.com/ca/peraso.

13. Throughout these CCAA Proceedings, the Applicant has continued to operate its business in the normal course. The Applicant has been using its best efforts to minimize the impact of these CCAA Proceedings on and to maintain its relationships with its customers, suppliers, and other stakeholders.

(ii) **Mediation with Ubiquiti**

14. Prior to the granting of the DIP Order, Peraso and Ubiquiti agreed to enter into mediation with a view to resolving the litigation commenced by Ubiquiti in Ontario and the Southern District of New York. Such litigation is described in greater detail in the First Glibbery Affidavit and is herein collectively referred to as the "**Ubiquiti Litigation**". In brief, the Ubiquiti Litigation consists of three lawsuits. The primary lawsuit is the Licence Litigation in the Southern District of New York. The Licence Litigation arises from the Licence Agreement pursuant to which Peraso agreed to develop certain chipsets for Ubiquiti, and Ubiquiti agreed to subscribe to equity in Peraso upon the achievement of certain milestones. When Ubiquiti failed to provide notice of either acceptance or rejection of the project milestones, Peraso terminated the Licence Agreement. Ubiquiti subsequently filed a complaint seeking, among other things, a declaratory judgment that the Licence Agreement remains in full force and effect. Shortly thereafter, Ubiquiti brought two lawsuits in Ontario. In the Oppression Litigation, Ubiquiti alleges that Peraso engaged in oppressive conduct when it secured additional financing in March 2020. In the Notice Litigation, Ubiquiti alleges that Peraso failed to provide Ubiquiti with certain notices related to Peraso's board meetings.

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15. The mediation was conducted on July 6 and 7, 2020. The mediator was the former Associate Chief Justice Dennis O'Connor. The Monitor was involved throughout the course of the mediation.

16. The mediation did not result in a settlement of the Ubiquiti Litigation. On July 13, 2020, the Applicant and Ubiquiti attended a case conference with Justice Hainey to discuss next steps and the determination of the Ubiquiti Litigation. At Peraso's request, Justice Hainey scheduled a hearing for September 1 and 2, 2020 to hear Peraso's motion for a determination of whether the Licence Agreement was validly terminated by Peraso. In addition, Justice Hainey scheduled a pre-hearing case conference for August 24, 2020.

17. On July 10, 2020 and again on July 13, 2020, senior personnel at Ubiquiti emailed representatives of Peraso to cancel all projects in development.

18. Late in the evening of Friday, August 7, 2020, Ubiquiti also sent a letter outlining certain concerns it had over alleged failures by Peraso to fulfill Ubiquiti's purchase orders. Peraso is working with Ubiquiti to address these concerns and alleged failures. In that same letter, Ubiquiti stated its intention to place a new large order for the same or similar products.

(iii) **The Chapter 15 Proceeding**

19. As noted above, the US Court provisionally recognized the Initial Order pursuant to Chapter 15. A hearing for the full recognition of these CCAA Proceedings and related relief was originally scheduled to be heard by the US Court on July 8, 2020; however, this hearing was adjourned to July 22, 2020 due to the above-mentioned mediation with Ubiquiti.

20. On July 15, 2020, Ubiquiti filed a limited objection and reservation of rights to the Petition filed with the US Court. The Monitor, in its capacity as foreign representative, replied to Ubiquiti's objection and reservation of rights on July 19, 2020.

21. On July 22, 2020, the US Court heard the Petition. A transcript of the hearing is attached hereto and marked as **Exhibit "D"**. As noted in the transcript, there was no dispute between the Monitor, in its capacity as foreign representative, and Ubiquiti that the CCAA proceeding is a foreign main proceeding and should be recognized by the US Court as such, nor was there a dispute that the Monitor is the duly-appointed foreign representative. There were, however, two disputes regarding whether (a) the stay of proceedings should apply to

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present and former officers and directors of Peraso; and (b) the recognition order should provide that the Initial Order would be enforced along with any amendments or extensions as may be granted by this Court.

22. After hearing submissions from the Monitor, in its capacity as foreign representative, and Ubiquiti, Judge Lane of the US Court recognized these CCAA Proceedings as a foreign main proceeding. The stay of proceedings was applied to present and former officers and directors of Peraso, and the Initial Order (together with any extensions or amendments) was recognized and given full force and effect in the United States. Judge Lane made the following remarks on the topic of recognition:

> […] I find that recognition is appropriate and that this proceeding satisfies all requirements under applicable law for recognition, namely that the Canadian proceeding here is a foreign main proceeding, that the foreign representative is a person as defined under the Bankruptcy Code, and that the petition meets the requirements of Section 1515.
>
> And, in fact, I note that the other party to today's proceeding, Ubiquiti, does not appear to oppose recognition and said explicitly that they understand the Canadian proceeding is a foreign main proceeding and that that's where the COMI, the center of main interest, lies.[2]

23. With respect to additional relief, namely the application of the stay of proceedings to the present and former officers and directors of Peraso and the recognition of the Initial Order together with any extensions or amendments, Judge Lane stated the following:

> […] the Court finds the additional relief of enforcing the stay provisions of the additional order and subsequent orders is warranted and the additional relief is consistent with comity and satisfies the applicable statutory requirements.
>
> The Ontario court has found the stay provisions of the initial order to be critical to a successive restructuring. The initial order is consistent with the principles of United States bankruptcy law as U.S. courts may afford non-debtor protections of the automatic stay where necessary and appropriate under applicable law to facilitate the purposes of reorganization.

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[2] See the July 22, 2020 transcript attached hereto and marked as Exhibit "D", page 29 line 20 to page 30 line 6.

Deponent's Initials | This page was not initialed due to technical issues /s/ Nicholas Avis

> […] to the extent Ubiquiti or any other creditor wishes to contest or seek relief from, you know, contest any further request of this stay or even seek to have the Canadian court change its mind about the stay, they have a forum to do that in the Canadian proceedings.
>
> Ubiquiti, in fact, has appeared in the Canadian court and, in fact, as has been discussed, does not oppose the provisions of the initial order or amendments to it that are at issue here. […] And certainly if Ubiquiti is ultimately not satisfied with the Canadian court decision, they can appeal that decision. They can also, as discussed I think fairly extensively today, they can participate in the Canadian proceedings and be heard on anything that is going to come before the Court consistent with Canadian law.
>
> […] I find the interests of the creditor Ubiquiti here is appropriate protected, and I find that this is an appropriate exercise of comity to grant comity to the initial order, the extensions that have already been granted, as well as any extension that is on all fours and is simply a matter of extending temporally the exact same relief that's already been granted.
>
> Anything beyond that, you'll address in Canada. And if it comes up and needs to be addressed here, we'll address it here with all parties reserving their rights.[3]

24. The US Court entered its order in respect of the above on July 23, 2020. A copy of that order is attached hereto and marked as **Exhibit "E"**.

B. THE SEARCH FOR ADDITIONAL DIP FINANCING

(i) Background

25. As described in greater detail in the Third Glibbery Affidavit, the Applicant required interim financing to continue its business operations beyond July 2020. To this effect, the Applicant began its initial search for interim financing immediately after receiving the Initial Order on June 3, 2020. This search resulted in the DIP Agreement, which this Court approved on July 2, 2020.

[3] See the July 22, 2020 transcript at Exhibit "D", page 32 line 17 to page 33 line 3; page 34 lines 3 to 19; page 38 lines 4 to 13.

26. During the Applicant's search for an interim lender, Ubiquiti provided the Monitor with a draft interim financing term sheet to indicate its willingness to be an interim lender. The Applicant did not, however, pursue an interim financing arrangement with Ubiquiti on account of, among other things, a concern that Ubiquiti could, if selected as the interim lender, use its position as interim lender to impede, obstruct, or otherwise exercise self-interested influence on these CCAA Proceedings, the mediation with Ubiquiti or the Ubiquiti Litigation.

27. While Ubiquiti was not considered a feasible or practical interim lender in June 2020, the Applicant recognized that, particularly in light of the upcoming mediation, circumstances could change such that Ubiquiti could, at a later date, potentially be an appropriate interim lender. With this in mind, the Applicant designed a two-phase interim financing process. The first phase covered a period of time that included the mediation and some weeks thereafter. During this first phase, the DIP Lenders would provide the Applicant with interim financing pursuant to the DIP Agreement. Ubiquiti was not viewed as an appropriate interim lender during the first phase. Following the conclusion of the first phase, if the Applicant required additional interim financing, then it could commence the second phase of the interim lending process and a new search for an interim lender.

(ii) **The Second Phase of the Interim Financing Process**

28. The Applicant has concluded that it requires additional funding to continue these CCAA Proceedings. Accordingly, the Applicant commenced the second phase of the interim financing process with the intention of entering into a second interim financing agreement. The process for accessing additional interim financing is currently underway and has not yet been concluded.

29. The search for additional interim financing is being led by the Applicant with the assistance of the Monitor. The search has been broad and extensive, resulting in over [redacted] potential lenders being contacted. Potential lenders were identified based on, among other things, recommendations generated internally by Ernst & Young Inc. and referrals from other potential lenders. Certain parties who independently reached out to either the Applicant or the Monitor prior to or during this process were also identified as potential lenders, as were certain of the Applicant's existing stakeholders. Most of the parties identified as potential lenders were traditional lenders, private capital funds, and litigation financiers.

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30. All parties contacted by the Applicant and/or Monitor and who expressed interest in the opportunity were provided with a teaser letter that described the interim financing opportunity. Of these parties [redacted] parties entered into non-disclosure agreements, which allowed them to begin a due diligence process.

31. In an effort to maximize its chances of obtaining interim financing on the best available terms and to ensure fairness to all of its stakeholders, the Applicant is also engaging with certain of its shareholders and existing stakeholders in an effort to secure financing. This includes the Applicant reaching out to Ubiquiti to determine whether it remains interested in providing the Applicant with interim financing.

32. [redacted]

33. Discussions with the Prospective Lenders remain on-going.

34. The Applicant has consulted with the Monitor throughout the entirety of its search for additional interim financing. At all material times, the Monitor has been aware of the steps being taken in the interim financing process.

(iii) **Next Steps**

35. [redacted]

36. The Applicant plans to return to this Court within two weeks of the August 13, 2020 hearing date [redacted]

Deponent's Initials DS RG

C. SEALING

37. The Applicant requests that the unredacted version of this Affidavit and the unredacted exhibits hereto and the unredacted Third Report be sealed pending further order of this Court.

38. The materials requested to be sealed contain commercially sensitive information. Among other things, this unredacted Affidavit and the Third Report contain details related to the Applicant's search for an interim lender that could, if publicly disclosed, be detrimental to the Applicant's efforts to obtain interim financing; negatively impact the Prospective Lenders' due diligence; and impact the competitiveness of any financing terms the Applicant receives.

39. This affidavit also includes the Applicant's cash flow forecast for the duration of the requested Stay Period. This cash flow forecast demonstrates, among other things, how much money the Applicant has budgeted for legal expenses (including how much has been budgeted for resolving the Ubiquiti Litigation), and the extent of the Applicant's cash reserves. The sealing of this information ensures that Ubiquiti cannot use the information contained in the Applicant's cash flow forecasts to the Applicant's detriment in the course of the Ubiquiti Litigation.

40. The information that the Applicant is seeking to seal is similar in nature to the information that this Court sealed in connection with the DIP Order. And the Applicant's request is animated by the same concerns that the Court previously found sufficient to justify sealing.

41. The Applicant does not believe that any stakeholder will be prejudiced if the information is sealed or redacted. Keeping this information sealed pending further order of the Court is beneficial to the search for an interim lender or purchaser and the resolution of the Ubiquiti Litigation.

D. EXTENSION OF THE STAY PERIOD

42. The Stay Period granted in the DIP Order had the effect of imposing a stay of proceedings until and including August 14, 2020. The Applicant is requesting an extension of the Stay Period until and including August 28, 2020.

43. The proposed Stay Period is anticipated to provide the Applicant with enough time to finalize an interim financing agreement for the additional interim financing that is required [redacted] Once finalized, the Applicant intends to bring the interim financing agreement [redacted] to this Court for approval and a longer extension of the Stay Period, if applicable.

44. Based on the cash flows attached hereto and marked as **Exhibit "F"**, the Applicant will have sufficient funds to continue operating through the proposed Stay Period.

45. The Applicant has acted and continues to act diligently and in good faith in respect of all matters relating to these CCAA Proceedings.

46. In the circumstances, I do not believe that any creditor will suffer material prejudice as a result of the extension of the Stay Period.

I confirm that while connected via video technology, Ronald Glibbery showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with Ronald Glibbery and verify that the pages are identical.

Affirmed before me by video conference from the City of Toronto, Ontario, to the Community of Eugenia (Grey County), Ontario, on August 10, 2020.

DocuSigned by:
Nicholas Avis
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Nicholas Avis
Commissioner for Taking Affidavits
in the Province of Ontario

DocuSigned by:
Ronald Glibbery
D41573EF6574469...

RONALD GLIBBERY

Deponent's Initials DS RG

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Court File No.: CV-20-00642010-00CL

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

AFFIDAVIT OF RONALD GLIBBERY
AFFIRMED AUGUST 10, 2020

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Lawyers for the Applicant, Peraso Technologies Inc.

This is
EXHIBIT "C"
referred to in the affidavit of
RONALD GLIBBERY
dated October 1, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Commissioner for taking affidavits

Court File No. CV-20-00642010-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Applicant

AFFIDAVIT OF RONALD GLIBBERY
(Affirmed September 2, 2020)

I, Ronald Glibbery, of the City of Toronto, Ontario **SOLEMNLY AFFIRM AND DECLARE**:

1. I am the founder of Peraso Technologies Inc. ("**Peraso**" or the "**Applicant**"). I am and have been a director of Peraso since it was founded. I was also Peraso's Chief Executive Officer from its founding until approximately February 2018. I assumed the role of Senior Vice President of Corporate Development at Peraso between February 2018 and February 2020, inclusive, and on March 1, 2020, I again became the interim Chief Executive Officer.

2. I have reviewed the books and records of Peraso and I have spoken with certain current and former directors, officers and/or employees of Peraso, as necessary and applicable. As a result, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. Where I have relied upon information received from other individuals, I state the source of such information and believe such information to be true.

3. I affirm this affidavit in support of a motion by the Applicant pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**") for an order, substantially in the form of the draft order attached as Tab 3 of the Motion Record, that:

(a) approves the debtor-in-possession financing agreement (the "**Third DIP Agreement**") between the Applicant, as borrower, and Ubiquiti Networks

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Canada Inc. (the "**Third DIP Lender**"), as lender, and grants a charge over the Applicant's property in favour of the Third DIP Lender (the "**Third DIP Lender's Charge**");

(b) extends the Stay Period (as defined below) to and including October 2, 2020, or such further and other date as determined by the Court; and

(c) seals certain portions of this Affidavit and the exhibits attached hereto and the unredacted Sixth Report of the Monitor (the "**Sixth Report**").

A. BACKGROUND

4. Reference is made to my affidavits affirmed June 2, 2020 (the "**First Glibbery Affidavit**"), August 10, 2020 (the "**Fifth Glibbery Affidavit**"), and August 27, 2020 (the "**Seventh Glibbery Affidavit**"). A copy of the First Glibbery Affidavit, the Fifth Glibbery Affidavit and Seventh Glibbery Affidavit (all without exhibits) are attached hereto and marked as **Exhibit "A"**, **Exhibit "B"**, and **Exhibit "C"**, respectively. These affidavits (along with various other materials filed in the course of these CCAA Proceedings) can be found on the Monitor's website at www.ey.com/ca/peraso.

5. All capitalized terms not otherwise defined herein are as defined in the First Glibbery Affidavit.

6. Peraso is in the business of the development, marketing and sale of the technologies that will power the next generation of wireless internet. Specifically, Peraso's software and chipsets are designed to operate on the 60 gigahertz band and, it is anticipated, the 5G wireless network.

7. As set out in greater detail in the First Glibbery Affidavit, Peraso sought creditor protection under the CCAA because it expected to run out of cash by early July 2020. Peraso's liquidity crisis was due to, *inter alia*, protracted disputes and multi-jurisdictional litigation commenced by Ubiquiti Inc. and its various affiliates (collectively, "**Ubiquiti**"), which stymied any and all of Peraso's efforts to raise additional funds, pursue a sales process or even market certain of its products.

8. On June 3, 2020, this Court issued the Initial Order that, among other things:

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(a) granted an initial stay period in favour of the Applicant and its current and former directors to and including June 13, 2020 (the "**Stay Period**");

(b) appointed Ernst & Young Inc. as the Monitor of the Applicant;

(c) granted an Administration Charge up to the maximum amount of C$200,000; and

(d) granted a Directors' Charge up to the maximum amount of C$650,000.

9. Also on June 3, 2020, the Monitor, in its capacity as foreign representative, filed an official form petition (the "**Petition**") under chapter 15 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the "**US Court**"), along with an emergency motion requesting that the US Court enter an order giving effect to the Initial Order in the United States on a provisional basis pending final disposition of the Petition. The US Court granted provision relief with respect to the Petition on June 8, 2020.

10. On June 12, 2020, this Court issued an order (the "**Amended and Restated Initial Order**") that, among other things:

(a) expanded the Applicant's restructuring authority and the Monitor's ability to assist with the Applicant's restructuring efforts;

(b) increased the Administration Charge from C$200,000 to C$725,000; and

(c) extended the Stay Period to and including July 3, 2020.

11. On July 2, 2020, this Court issued an order that, among other things, approved a debtor-in-possession financing agreement (the "**First DIP Agreement**") between the Applicant, as borrower, and Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. (collectively, the "**First DIP Lenders**"), as lenders. The Stay Period was also extended to and including August 14, 2020.

12. On August 13, 2020, this Court issued an order that, among other things, extended the Stay Period to and including August 28, 2020.

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13. On August 20, 2020, this Court issued an order that, among other things, approved the debtor-in-possession financing agreement (the "**Second DIP Agreement**") between the Applicant, as borrower, and Roadmap Capital General Partner Ltd. and Roadmap Peraso LP III (U.S. and Offshore) (collectively, the "**Second DIP Lenders**"), as lenders.

14. On August 28, 2020, this Court issued an order that, among other things, extended the Stay Period to and including September 4, 2020.

15. Throughout these CCAA Proceedings, the Applicant has used its best efforts to continue operating its business in the normal course. The Applicant has been using its best efforts to minimize the impact of these CCAA Proceedings on and to maintain its relationships with its customers, suppliers, and other stakeholders.

B. THE THIRD DIP AGREEMENT

(i) The Ubiquiti Litigation & Settlement

16. As described in greater detailed in the First Glibbery Affidavit, Ubiquiti commenced litigation against Peraso and certain other parties in Ontario and the Southern District of New York in early 2020 (collectively, the "**Ubiquiti Litigation**").

17. The Ubiquiti Litigation consists of three lawsuits. The primary lawsuit is the Licence Litigation in the Southern District of New York. The Licence Litigation arises from the Licence Agreement pursuant to which Peraso agreed to develop certain chipsets for Ubiquiti, and Ubiquiti agreed to subscribe to equity in Peraso upon the achievement of certain milestones. Peraso believes that Ubiquiti failed to provide notice of either acceptance or rejection of the project milestones, and therefore Peraso sent notice to Ubiquiti terminating the Licence Agreement. Ubiquiti subsequently filed a complaint seeking, among other things, a declaratory judgment that the Licence Agreement remains in full force and effect. Shortly thereafter, Ubiquiti brought two lawsuits in Ontario. In the Oppression Litigation, Ubiquiti alleges that Peraso engaged in oppressive conduct when it secured additional financing in March 2020. In the Notice Litigation, Ubiquiti alleges that Peraso failed to provide Ubiquiti with certain notices related to Peraso's board meetings.

18. On July 6 and 7, 2020, Peraso and Ubiquiti entered into mediation with a view to resolving the Ubiquiti Litigation. The former Associate Chief Justice Dennis O'Connor was the mediator. No settlement arose as a result of the mediation.

19. On July 13, 2020, the Applicant and Ubiquiti attended a case conference with Justice Hainey to discuss next steps and the determination of the Ubiquiti Litigation. At Peraso's request, Justice Hainey scheduled a hearing for September 1 and 2, 2020 to hear Peraso's motion for a determination of whether the Licence Agreement was validly terminated by Peraso.

20. The parties proceeded with preparing for the hearing of the Ubiquiti Litigation. At the same time, the parties continued their discussions to reach a commercial resolution to their disputes and ongoing relationship. Shortly before the hearing, the parties determined that it was in their best interests to focus their efforts on attempting to conclude and implement a commercial resolution, rather than proceed with the September 1 and 2, 2020 hearing.

21. Accordingly, on September 1, 2020, Peraso and Ubiquiti requested an adjournment of the hearing scheduled for that same day with respect to the Ubiquiti Litigation. As was disclosed to the Court, Peraso and Ubiquiti believed that they were close to entering into an agreement to settle the Ubiquiti Litigation.

22. Peraso and Ubiquiti negotiated a non-binding settlement term sheet (the "**Settlement Term Sheet**"). The Settlement Term Sheet contemplates that Peraso and Ubiquiti will adjourn the Ubiquiti Litigation pending the conclusion of the agreements necessary to achieve a settlement as outlined in the term sheet. At a high level, the settlement contemplated by the Settlement Term Sheet involves Peraso granting certain rights to Ubiquiti in connection with Peraso's intellectual property, and Ubiquiti providing payments to Peraso for these rights. Over the coming days and weeks, as contemplated by the Settlement Term Sheet, the parties plan to continue their good-faith negotiations with a view to reaching a universal settlement of the Ubiquiti Litigation.

DS
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(ii) **The Third DIP Agreement**

23. As contemplated by the Settlement Term Sheet, Peraso and Ubiquiti have entered into the Third DIP Agreement. The Third DIP Agreement is attached hereto and marked as **Exhibit "D"**. In brief, the Third DIP Agreement provides that Ubiquiti (specifically, Ubiquiti Networks Canada Inc.) will provide Peraso with a senior secured superpriority debtor-in-possession interim, non-revolving single advance credit facility (the "**Third DIP Facility**") in the amount of C$3,263,750 (being the equivalent of US$2.5 million as of September 1, 2020).

24. The Third DIP Agreement provides that Peraso is entitled to use the Third DIP Facility to fund, among other things, certain obligations during these CCAA Proceedings, the resolution of the Ubiquiti Litigation, and the pursuit of a Strategic Process (as defined in the Third DIP Agreement).

25. A summary of the key terms of the Third DIP Agreement is as follows:

Third DIP Agreement[1]	
Lender	Ubiquiti Networks Canada Inc.
Borrower	The Applicant
Credit Facility	A senior secured superpriority debtor-in-possession, interim, non-revolving single advance credit facility in the amount of C$3,263,750.
Interest Rate	14% *per annum*, compounded monthly and payable monthly in arrears in cash on the last Business Day of each month. Upon an Event of Default, all overdue amounts bear interest at the applicable interest rate plus 2% *per annum*, payable on demand.
Fees	No closing or arrangement fees.
Costs & Expenses	The Applicant will reimburse, without duplication, the Third DIP Lender for all reasonable and documented out-of-pocket expenses related to the Third DIP Facility and the on-going monitoring, administration and enforcement of the Third DIP Facility. Any issues of the quantum of such fees payable by the Borrower shall be reviewed and approved by the Monitor, acting reasonably.
Purpose and Permitted Payments	The Applicant shall use proceeds of the Third DIP Facility solely for the following purposes, in each case in accordance with the Amended and Restated Initial Order and the DIP Budget (subject to the Permitted Variance): (a) to pay (i) the reasonable and documented legal fees and expenses of the DIP Lender in accordance with Section 7 hereof,

[1] All capitalized terms that are used in this table and not otherwise defined are as defined in the Third DIP Agreement.

	(ii) the reasonable and documented fees and expenses of the Applicant (including, without limitation, those incurred in connection with the conduct of the Existing Litigation and the Strategic Process, if any), and (iii) the reasonable and documented fees and expenses of the Monitor and its legal counsel; (b) to pay any interest owing to the DIP Lender under the Third DIP Agreement and the other DIP Documents (unless in default under the Third DIP Agreement); and (c) to fund the Applicant's general corporate and working capital purposes, including funding the CCAA Proceedings, the Existing Litigation and the Strategic Process, if any.
Maturity	The Third DIP Facility shall be repayable in full on the earlier of, among other things, December 31, 2020.
DIP Lenders' Charge	The Third DIP Agreement contemplates that all amounts owing thereunder are to be secured by the Third DIP Lender's Charge. The Third DIP Lender's Charge is to rank behind the Administration Charge and the Directors' Charge, but ahead of the First DIP Lenders' Charge and the Second DIP Lenders' Charge.

26. To be clear, the Third DIP Agreement does not settle or resolve the Ubiquiti Litigation. Rather, the Third DIP Agreement is intended to, among other things, provide Peraso with adequate funds to continue negotiating with Ubiquiti.

27. The Applicant believes that the Third DIP Agreement is the best available option for interim financing. The Applicant relies on the following factors, amongst others, in coming to this conclusion:

(a) [redacted] This is, at least in part, due to the Third DIP Lender being able to avoid extensive and time-consuming due diligence because it is already familiar with the Applicant;

(b) [redacted]

Deponent's Initials RG

(c) the Third DIP Agreement was the result of extensive arms'-length negotiations;

(d) the Applicant and the Third DIP Lender have made progress to resolving their disputes and intend to pursue a commercial resolution in good faith. The funding under the Third DIP Agreement allows the parties sufficient time to conclude their negotiations. The Third DIP Agreement provides that the Monitor will act as a "go-between" to help safeguard information that could otherwise be used in the Ubiquiti Litigation;

(e) the Applicant does not believe that its existing secured creditors, including the First DIP Lenders and the Second DIP Lenders, will be prejudiced as a result of the Third DIP Agreement. I understand that the Second DIP Lenders (who are, effectively, the same as the First DIP Lenders) support the Third DIP Agreement;[2] and

(f) I understand that the Monitor is supportive of the Third DIP Agreement.

C. SEALING

28. The Applicant requests that the unredacted version of this Affidavit (including its exhibits) and the unredacted Sixth Report be sealed pending further order of this Court.

29. The materials requested to be sealed contain commercially sensitive information. Among other things, this unredacted Affidavit and the Sixth Report contain details related to the Applicant's cash flow forecast for the duration of the requested Stay Period. This cash flow forecast demonstrates, among other things, how much money the Applicant has budgeted for legal expenses (including how much has been budgeted for resolving the Ubiquiti Litigation), and the extent of the Applicant's cash reserves. The sealing of this information ensures that Ubiquiti cannot use the information contained in the Applicant's cash flow forecasts to the Applicant's detriment in the course of the Ubiquiti Litigation.

[2] XCOM Labs, Inc. was a lender pursuant to the First DIP Agreement. XCOM Labs, Inc. is no longer owed any funds under the First DIP Agreement, so I have not factored XCOM Labs, Inc. into account when assessing prejudice to secured creditors.

DS
RG

30. The information that the Applicant is seeking to seal is similar in nature to the information that this Court sealed in connection with prior motions. The Applicant's request is animated by the same concerns that the Court previously found sufficient to justify sealing.

31. The Applicant does not believe that any stakeholder will be prejudiced if the information is sealed or redacted. Keeping this information sealed pending further order of the Court is beneficial to the search for an interim lender and the resolution of the Ubiquiti Litigation.

D. EXTENSION OF THE STAY PERIOD

32. The current Stay Period expires on September 4, 2020. The Applicant is requesting an extension of the Stay Period until and including October 2, 2020.

33. The proposed Stay Period is anticipated to provide the Applicant with sufficient time to work towards entering into a full and complete settlement with Ubiquiti.

34. Based on the cash flows attached hereto and marked as **Exhibit "E"** and subject to receiving the funds under the Third DIP Agreement, the Applicant will have sufficient funds to continue operating through the proposed Stay Period.

35. The Applicant has acted and continues to act diligently and in good faith in respect of all matters relating to these CCAA Proceedings.

36. In the circumstances, I do not believe that any creditor will suffer material prejudice as a result of the extension of the Stay Period.

DS
RG

I confirm that while connected via video technology, Ronald Glibbery showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with Ronald Glibbery and verify that the pages are identical. Affirmed before me by video conference from the City of Toronto, Ontario, to the Community of Eugenia (Grey County), Ontario, on September 2, 2020.	)	
DocuSigned by: Nicholas Avis 2C12EEAB5242430... **Nicholas Avis** Commissioner for Taking Affidavits in the Province of Ontario	)	DocuSigned by: Ronald Glibbery D41573EF6574469... **RONALD GLIBBERY**

DS
RG

This is
EXHIBIT "D"
referred to in the affidavit of
RONALD GLIBBERY
dated October 1, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Commissioner for taking affidavits

[This exhibit has been redacted in its entirety]

[This exhibit has been redacted in its entirety]

[This exhibit has been redacted in its entirety]

[This exhibit has been redacted in its entirety]

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Court File No.: CV-20-00642010-00CL

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

AFFIDAVIT OF RONALD GLIBBERY
AFFIRMED OCTOBER 1, 2020

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Lawyers for the Applicant, Peraso Technologies Inc.

TAB 3

Court File No. CV-20-00642010-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 2ND
	)	
JUSTICE HAINEY	)	DAY OF OCTOBER, 2020

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

(the "**Applicant**")

ORDER
(Re: Extension of Stay of Proceedings)

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), proceeded on this day by way of videoconference due to the COVID-19 crisis.

ON READING the unredacted affidavit of Ronald Glibbery affirmed October 1, 2020 (the "**Eleventh Glibbery Affidavit**") and the Exhibits thereto, the unredacted Eighth Report of Ernst & Young Inc., in its capacity as Monitor (the "**Monitor**"), dated September ●, 2020 (the "**Eighth Report**"), and on hearing the submissions of counsel for the Applicant, counsel for Ernst & Young Inc., in its capacity as monitor (the "**Monitor**"), counsel for Ubiquiti Inc. and those other parties listed on the counsel slip;

AND UPON BEING SATISFIED that the Applicant has acted, and is continuing to act in good faith in accordance with the CCAA;

SERVICE

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

EXTENSION OF THE STAY PERIOD

2. **THIS COURT ORDERS** that the stay period referred to in the Amended and Restated Initial Order of the Honourable Justice Hainey dated June 12, 2020 (the "**Amended and Restated Initial Order**") is extended until and including October 30, 2020 in respect of the Applicant.

SEALING

3. **THIS COURT ORDERS** that the unredacted Eleventh Glibbery Affidavit and the exhibits attached thereto, and the Eighth Report of the Monitor are hereby sealed and shall not form part of the public record until further order of the Court.

GENERAL

4. **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 Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

5. **THIS COURT ORDERS** that each of the Applicant and the Monitor 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 Monitor 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.

6. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date it is made without any need for entry and filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Court File No.: CV-20-00642010-00CL

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

ORDER
(Re: Extension of Stay of Proceedings)

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Court File No.: CV-20-00642010-00CL

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

MOTION RECORD
(RETURNABLE OCTOBER 2, 2020)

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