
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of June, 2025.

Commission File Number: 001-41893

LEDDARTECH HOLDINGS INC.
4535, boulevard Wilfrid-Hamel, Suite 240
Quebec G1P 2J7, Canada
(418) 653-9000

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

DOCUMENTS TO BE FURNISHED AS PART OF THIS FORM 6-K

Exhibit Number	Exhibit Description
10.1	Sixth Amending Agreement to Bridge Financing Offer Letter dated June 7, 2025, among LeddarTech Holdings Inc., VayaVision Sensing Ltd., Fédération des Caisses Desjardins du Québec, Investissement Quebec, FS LT Holdings II LP, Additional Bridge Lenders, and FS Investment Management.
10.2	Eighteenth Amending Agreement to Desjardins Financing Offer dated June 7, 2025, among LeddarTech Holdings Inc. and Fédération des Caisses Desjardins du Québec.
99.1	Press release of LeddarTech Holdings Inc. dated June 9, 2025.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

LEDDARTECH HOLDINGS INC.

By: /s/ David Torralbo

Name: David Torralbo,

Title: Chief Legal Officer

Date: June 9, 2025

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SIXTH AMENDING AGREEMENT made as of June 7, 2025

BETWEEN: **LEDDARTECH HOLDINGS INC.**
(as "**Borrower**")

AND: **FEDERATION DES CAISSES DESJARDINS DU QUEBEC**
(as "**Desjardins**")

AND: **INVESTISSEMENT QUEBEC**
(as "**IQ**")

AND: **FS LT HOLDINGS II LP**, by its general partner **FS INVESTMENT, L.P.**, by its general partner **NICK STONE MANAGEMENT II, LLC**
(as "**FS LT**", and collectively with Desjardins and IQ, the "**Initial Bridge Lenders**")

AND: **FRANTZ SAINTELLEMY**
(as "**F. Saintelley**")

AND: **MM CONSULTING SAS**
(as "**MM Consulting**")

AND: **CHARLES BOULANGER**
(as "**C. Boulanger**")

AND: **DEREK ABERLE**
(as "**D. Aberle**")

AND: **DAVID TORRALBO**
(as "**D. Torralbo**", and collectively with F. Saintelley, MM Consulting, C. Boulanger and D. Aberle, the "**Additional Bridge Lenders**")

AND: **FS INVESTMENT MANAGEMENT**
(as the "**Super Bridge Lender**", and collectively with the Initial Bridge Lenders and the Additional Bridge Lenders, the "**Bridge Lenders**")

RECITALS

A. The Initial Bridge Lenders have addressed a bridge financing offer dated August 16, 2024 to the Borrower which has been accepted by the Borrower on the same day (as amended by a first amending agreement dated as of October 11, 2024, a second amending agreement dated as of December 6, 2024, a third amending agreement dated as of February 2, 2025, a fourth amending agreement dated as of March 7, 2025, a fifth amending agreement dated as of March 31, 2025, and as may be further amended, supplemented, restated, replaced or amended and restated from time to time prior to the date hereof, the "**Bridge Financing Offer**"), and the Additional Bridge Lenders have become party to such Bridge Financing Offer by executing joinder agreements dated as of August 30, 2024 between each Additional Bridge Lender and the Borrower.

B. The Borrower and the Initial Bridge Lenders wish to amend the Bridge Financing Offer to, among other things, extend the Maturity Date.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

- 1.1 Capitalized terms used herein and defined in this Agreement have the meanings assigned to them in the Bridge Financing Offer unless otherwise defined herein.
- 1.2 Other than as specifically provided herein, this Agreement shall not operate as a waiver of any right, power or privilege of the Initial Bridge Lenders and, except as amended hereby, all provisions of the Bridge Financing Offer will remain in full force and effect.

2. Amendments to the Bridge Financing Offer

- 2.1 Section 1.1.1(b) of the Bridge Financing Offer is amended as follows (changes underlined and struck through):
 "(b) "**Bridge Lenders**" means, collectively, Desjardins, IQ, FS LT ~~and~~ the Additional Bridge Lenders and the Super Bridge Lenders."
- 2.2 Section 2.1 of the Bridge Financing Offer is amended as follows (changes underlined and struck through):
"2.1 Purpose
 2.3.1 Desjardins grants to the Borrower a bridge to equity term loan (the "**Desjardins Bridge Loan**") for the purpose of providing the

Borrower with the cash necessary (i) to complete one or more follow-on offerings after the date hereof on the Nasdaq Global Market, (ii) to receive the First Installment of the TI Pre-paid Royalty Fee and the Second Installment of the TI Pre-paid Royalty Fee, (iii) to allow for the conversion into equity of the respective Bridge Loan of each of FS LT, IQ and any Additional Lender under the terms and conditions of this Financing Offer, ~~and~~ (iv) to complete any offering by way of private investment in public equity (PIPE), and (v) to receive a cash consideration from any entity concluding a commercial transaction with the Borrower at the satisfaction of each Initial Bridge Lender, for an aggregate gross proceeds amount of not less than US\$35,000,000 (collectively, the "Follow On Offering")."

- 2.3 Section 2.3 of the Bridge Financing Offer is amended as follows (changes underlined and struck through):

"2.3 Term and Form

2.3.1 The term of the Desjardins Bridge Loan is ~~December 13, 2024, which date will automatically be extended, upon the disbursement to the Borrower of the full First Installment of the TI Pre-paid Royalty Fee, to the earlier of (i) May 23, 2025~~ January 31, 2026 and (ii) the Business Day following the closing of the Follow-On Offering (the "Maturity Date"). Any Advance under the Desjardins Bridge Loan may only be made in US Base Rate."

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- 2.4 Section 2.5.4 of the Bridge Financing Offer is deleted in its entirety and replaced with the following:

"2.5.4 [Reserved].

- 2.5 Section 3.5.4 of the Bridge Financing Offer is amended as follows (changes underlined and struck through):

~~"3.5.4 Upon the occurrence of the Follow-On Offering, the~~ The IQ Bridge Loan shall be converted as provided for under Section 6.1.1 hereunder."

- 2.6 Section 4.1.1 of the Bridge Financing Offer is amended as follows (changes underlined and struck through):

"4.1.1 FS LT Holdings II grants to the Borrower a bridge to equity term loan for the purpose of providing the Borrower with the cash necessary to complete the Follow On Offering (the "**FS LT Bridge Loan**" and together with the Desjardins Bridge Loan, the IQ Bridge Loan, any Super Bridge Loan (as defined hereunder) and any Additional Bridge Loans, collectively, the "**Bridge Loans**" and each a "**Bridge Loan**")."

- 2.7 A new Section 4.5.5 is added to the Bridge Financing Offer immediately after Section 4.5.4 to read as follows:

"4.5.5 The FS LT Bridge Loan shall be converted as provided for under Section 6.1.1 hereunder."

- 2.8 Section 6.1 of the Bridge Financing Offer is deleted in its entirety and replaced with the following:

"6.1 Conversion

"6.1.1 At the latest on the Business Day following (i) the closing of a Follow On Offering for aggregate gross proceeds of US\$35,000,000 or more (excluding, for greater certainty, the Commercial Condition)(the "**Follow On Offering Condition**") and (ii) the receipt by the Borrower of an additional minimum cash amount of US\$15,000,000 in the aggregate from any entity concluding a commercial transaction with the Borrower or an equity investment in the Borrower (or any combination thereof), at the satisfaction of each Initial Bridge Lender (the "**Commercial Condition**"), each of FS LT, IQ and any Additional Lender shall be required to convert their respective Bridge Loan into the securities they would have received had they invested 1.125 times the amount of all outstanding principal amounts under their respective Bridge Loan and all other amounts owed to them under the Financing Offer (including the IQ Issue Discount, the FS LT Issue Discount or any issue discount applicable to an Additional Lender) (the "**Offering Conversion Feature**"); provided that in the event any of the Follow On Offering Condition or the Commercial Condition is not satisfied FS LT, IQ and any Additional Lender shall have the right, but not the obligation, to proceed with the Offering Conversion Feature in their sole discretion. For greater certainty, upon meeting both the Follow On Offering Condition and the Commercial Condition, each of FS LT, IQ and any Additional Lender may only proceed with the Offering Conversion Feature and may not otherwise request that its respective Bridge Loan be repaid."

- 2.9 Sections 7.2.8 to 7.2.14 of the Bridge Financing Offer are deleted in their entirety.

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- 2.10 The lead-in and paragraph (a) of Section 9.1.2 of the Bridge Financing Offer are amended as follows (changes underlined and struck through):

"9.1.2 All payments received by the Secured Parties from enforcement of the Common Security or distributions made by an Insolvency Administrator from proceeds of collateral will be applied and distributed by the recipient (i) firstly, to the Super Bridge Lenders in repayment of all amounts owing to the Super Bridge Lenders in connection with or in respect of any Super Bridge Loan owing to such Super Bridge Lenders, and thereafter (ii) as follows:

(a) first, to the Bridge Lenders in repayment of the principal amounts owed under the Financing Offer (other than any Super Bridge Loan) representing the amounts effectively disbursed to the Borrower (excluding, for greater certainty, the IQ Issue Discount, the FS LT Issue Discount or any issue discount applicable to an Additional Bridge Lender), on a pro rata basis among the Bridge Lenders, up to a maximum aggregate amount of US\$9,000,000; and [...]"

- 2.11 A new Section 15 is inserted directly after Section 14 of the Bridge Financing Offer as follows:

"15. SUPER BRIDGE

15.1 FS Investment Management (the "**Super Bridge Lender**"), grants to the Borrower a bridge to equity term loan (any such loan made, a "**Super Bridge Loan**") for the purposes of providing the Borrower with the cash necessary to complete the Follow On Offering, in the amount of up to US\$2,000,000 in the aggregate under the same terms and conditions as the IQ Bridge Loan and the FS LT Bridge Loan, *mutatis mutandis*. The Super Bridge Loan shall be disbursed by way of Advances as follows (i) US\$400,000 on or about June 9, 2025, and (ii) upon request of the Borrower following June 9, 2025 in increments of at least US\$200,000.

2.12 The definition of "Liquidity Event" in Section 1 of Appendix "A" of the Financing Offer is amended as follows (changes underlined and struck through):

"**Liquidity Event**: means (i) a change of Control of the Borrower, (ii) a sale of all or substantially all of the assets of the Borrower or the grant of an exclusive license (save to a Subsidiary of the Borrower in the normal course of business) of substantially all of the intellectual property of the Borrower and of its Subsidiaries, (iii) the occurrence of a ~~Non-Tolerated Event of Default~~, or (iv) the Maturity Date ~~if the Follow-On Offering has not closed on or prior to the Maturity Date~~, (v) ~~December 13, 2024, if the full First Installment of the TI Pre-paid Royalty Fee has not been disbursed to the Borrower on or prior to December 13, 2024, or (vi) May 16, 2025 if the Borrower has not provided the Process Plan to the Initial Bridge Lenders, at the satisfaction of the Initial Bridge Lenders.~~"

3. Other Provisions

3.1 By the terms hereof:

a) the Borrower shall:

(i) at the latest on June 27, 2025, transfer an amount of CA\$1,800,000 in cash currently held by it to a deposit account held at Desjardins (the "**Blocked Account**") that will be made subject to a blocked account agreement to be entered into with Desjardins, as Security Agent for the Bridge Lenders and for itself. As long as the Blocked Account has not been established and the amount of CA\$1,800,000 has not been transferred to such Blocked Account, no operations may be made in the operating account of the Borrower held with Desjardins containing the amount of CA\$1,800,000 without the express consent of Desjardins. The parties hereto agree that such amount be reserved for the payment of the reasonable and required costs and fees, including those of the bridge lenders under the Bridge Financing and Desjardins under this Agreement, in connection with any realization process, as the case may be, or otherwise agreed to between the Borrower, Desjardins and at least one other Initial Bridge Lender (the "**Realization Costs**"). For clarity, such cash in the Blocked Account will count in order to satisfy any minimum available cash condition requirement under the Existing Desjardins Loan. After the payment of the Realization Costs, any remaining balance of cash in the Blocked Account will be allocated to the Bridge Lenders and Desjardins, as lender under the Existing Desjardins Loan, in accordance with the waterfall provided in Section 9.1.2 of the Bridge Financing Offer;

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(ii) deliver to the Bridge Lenders satisfactory cash flow until the Maturity Date (as updated from time to time as the case may be at the satisfaction of Desjardins and at least one other Initial Bridge Lender, the "**Cash Flow**"), which must reflect the payment of the fees of the legal counsel and financial advisor to Desjardins;

(iii) deliver weekly actual cash flow, including a comparison to the budgeted amounts in the applicable Cash Flow;

(iv) reporting every two weeks on any capital infusion or other transaction of a similar nature;

(v) ensure that any capital infusion into the Borrower or other transaction (including without limitation a transaction relating to licensing of any portion of its intellectual property, software escrow agreement, debt, equity, amendment to existing agreements, financial restructuring, reorganization, new security or encumbrance) must be made pursuant to terms and conditions satisfactory to the Initial Bridge Lenders and Desjardins, as lender under the Existing Desjardins Loan, being understood that the Initial Bridge Lenders and Desjardins will not oppose any such transaction if it does not change the Bridge Lenders relative priority or impairs their security in any collateral in a way that is not commercially reasonable. For the avoidance of doubt, all parties to this agreement consider the TI licensing arrangement to be commercially reasonable;

(b) the Bridge Lenders agree to tolerate any Default or Event of Default through the Maturity Date, other than, and specifically, the Events of Default listed in Schedule A hereto and any Default or Event of Default under this Agreement (the "**Non-Tolerated Events of Default**"); and

(c) the parties hereto agree that any and all interest and fees owing to the Bridge Lenders shall continue to accrue but shall not be payable when due until such time as the Borrower has received new investments following the date hereof of at least USD\$10,000,000, upon which such fees then due shall become payable. Interest remaining unpaid shall compound on a monthly basis at its stated rate.

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4. Effectiveness and Conditions Precedent

This Agreement will become effective on the date that the Initial Bridge Lenders notify the Borrower that this Agreement has been executed by all parties.

5. Representations and Warranties

Except to the extent modified by the terms hereof, the Borrower certifies that all of the representations and warranties contained in Article 2 of the Appendix A to the Bridge Financing Offer are true and correct on and as of the date hereof as though made on and as of the date hereof, except that, to the extent such representations and warranties relate to a specifically identified earlier date they shall be true and correct as of such earlier date.

6. Cost and Expenses

The Borrower agrees to pay all reasonable costs and expenses of the Initial Bridge Lenders in connection with the preparation, execution, delivery and implementation and administration of this Agreement including the reasonable fees and expenses of counsel for the Initial Bridge Lenders. All fees and expenses owing by the Borrower to an Initial Bridge Lender and its legal counsel shall be paid within 30 days of the date hereof and an Initial Bridge Lender is authorized to debit the Borrower's account and proceed to the payment of such fees and expenses.

7. **Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument. A party may execute this Agreement by signing any counterpart. Delivery by any party or other signatory of an executed counterpart of this Agreement by facsimile or electronic mail or in PDF format, or using any electronic signature, shall be equally effective as delivery of an original executed counterpart of this Agreement.

8. **Governing Law**

This Agreement is governed by and construed in accordance with laws of the Province of Quebec and the laws of Canada applicable therein.

[Signature pages follow]

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IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the date and year first above written.

LEDDARTECH HOLDINGS INC., as Borrower

/s/ Frantz Saintellemy

Name: Frantz Saintellemy

Title: President and Chief Executive Officer

[Sixth Amendment – LeddarTech Holdings Inc. – Bridge Loan]

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC, as Initial Bridge Lender

Per : /s/ Simon Mathieu

Name: Simon Mathieu

Title: Dir/Comptes

Per : _____

Name: _____

Title: _____

INVESTISSEMENT QUÉBEC, as Initial Bridge Lender

/s/ Sébastien Plante

Name: Sébastien Plante

Title: Directeur principal, Investissement spécialisé – Québec

FS LT HOLDINGS II LP, by its general partner **FS INVESTMENT, L.P.**, by its general partner **NICK STONE MANAGEMENT II, LLC**, as Initial Bridge Lender

/s/ Nick Stone

Name: Nick Stone

Title: Manager

[Sixth Amendment – LeddarTech Holdings Inc. – Bridge Loan]

/s/ Frantz Saintellemy

Frantz Saintellemy, as Additional Bridge Lender

MM CONSULTING SAS, as Additional Bridge Lender

/s/ Yann Delabrière

Name: Yann Delabrière

Title: President

/s/ Charles Boulanger

Charles Boulanger, as Additional Bridge Lender

/s/ Derek Aberle

Derek Aberle, as Additional Bridge Lender

/s/ David Torralbo

David Torralbo, as Additional Bridge Lender

FS INVESTMENT MANAGEMENT, as Super Bridge Lender

/s/ Nick Stone
Name:
Title:

[Sixth Amendment – LeddarTech Holdings Inc. – Bridge Loan]

The Guarantor acknowledges receipt of this Agreement and agrees to its terms.

VAYAVISION SENSING LTD., as Guarantor

/s/ Frantz Saintelley
Name: Frantz Saintelley
Title: Chief Executive Officer

[Sixth Amendment – LeddarTech Holdings Inc. – Bridge Loan]

The Existing Lender acknowledges receipt of this Agreement and agrees to its terms.

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC, as Existing Lender

Per: /s/ Simon Mathieu
Name: Simon Mathieu
Title: Dir/Comptes

Per: _____
Name:
Title:

[Sixth Amendment – LeddarTech Holdings Inc. – Bridge Loan]

Schedule “A”

Non-Tolerated Events of Default

[See attached document]



EIGHTEENTH AMENDING AGREEMENT made as of June 7, 2025

BETWEEN: **LEDDARTECH HOLDINGS INC.**
(as "**Borrower**")

AND: **FEDERATION DES CAISSES DESJARDINS DU QUEBEC**
(as "**Lender**")

RECITALS

- A. The Lender has addressed an amended and restated financing offer dated April 5, 2023 to the Borrower which has been accepted by the Borrower (as amended by a first amending agreement dated as of May 1, 2023, a second amending agreement dated as of May 31, 2023, a third amending agreement dated as of September 29, 2023, a fourth amending agreement dated as of October 13, 2023, a fifth amending agreement dated as of October 20, 2023, a sixth amending agreement dated as of October 31, 2023, a seventh amending agreement dated as of December 8, 2023, an eighth amending agreement dated as of June 4, 2024, a ninth amending agreement dated as of July 5, 2024, a tenth amending agreement dated as of July 26, 2024, an eleventh amending agreement dated as of August 5, 2024, a twelfth amending agreement dated as of August 14, 2024, a thirteenth amending agreement dated as of August 16, 2024, a fourteenth amending agreement dated as of December 6, 2024, a fifteenth amending agreement dated as of February 2, 2025, a sixteenth amending agreement dated as of March 7, 2025 and a seventeenth amending agreement dated as of March 31, 2025, the "**Financing Offer**").
- B. The Borrower is the entity resulting from the amalgamation between LeddarTech Inc. and LeddarTech Holdings Inc. that took place on December 21, 2023.
- C. The Borrower and the Lender wish to amend the Financing Offer as follows.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Interpretation**

- 1.1 Capitalized terms used herein and defined in the Financing Offer have the meanings assigned to them in the Financing Offer unless otherwise defined herein.
- 1.2 Other than as specifically provided herein, this Agreement shall not operate as a waiver of any right, power or privilege of the Lender and, except as amended hereby, all provisions of the Financing Offer will remain in full force and effect.

2. **Amendments to the Financing Offer**

- 2.1 Section 3.4.1 of the Financing Offer is amended as follows (changes underlined and struck through):

"3.4.1 Interest must be paid on a monthly basis in accordance with the Applicable Single Cash Flow Projection, it being understood that the interest payments to be made for the months of July 2024 (originally due on August 5, 2024), August 2024 (originally due on September 5, 2024), September 2024 (originally due on October 5, 2024), October 2024 (originally due on November 5, 2024), November 2024 (originally due on December 5, 2024), December 2024 (originally due on January 5, 2025), May 2025 (originally due on June 5, 2025) and thereafter for each month until the \$15M Cash Inflow has been completed, as applicable, are postponed to the earlier of (i) the date on which a Non-Tolerated Event of Default ~~default~~ occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer (ii) the Short-Term Outside Date (as defined below) and (ii) (iii) May 23, 2025 January 31, 2026, and with the interest payments for each subsequent month to be made on the fifth day of each month. For greater certainty, the interest payment for the month of January 2025 was made on February 5, 2025, ~~and~~ the interest payment for the month of February 2025 was made on March 5, 2025, the interest payment for the month of March 2025 ~~will~~ was be made on April 7, 2025 and the interest payment for the month of April 2025 ~~will~~ was be made on May 5, 2025."

- 2.2 Section 3.4.6A of the Financing Offer is amended as follows (changes underlined and struck through):

"3.4.6A On the ~~Short-Term Outside Date~~ January 31, 2026 (the "Short-Term Outside Date"), the Borrower must repay the Bridge Repayment Amount (as defined below). The Bridge Repayment Amount shall be applied as follows: (i) first, to Desjardins, as bridge lender, under the bridge financing offer entered into between, among others, Desjardins, Investissement Québec and FS LT Holdings II LP, as bridge lenders, and the Borrower, as borrower, on August 16, 2024 (the "**Bridge Financing**"), the outstanding principal amounts under the bridge loan of Desjardins and all other amounts owing to Desjardins under the Bridge Financing and (ii) second, to Desjardins, as lender hereunder, any amount then payable under this Financing Offer, including the Amendment Fee, the interest payable ~~on the Short-Term Outside Date~~ pursuant to Section 3.4.1 and the monthly fees payable ~~on the Short-Term Outside Date~~ pursuant to the seventh paragraph of Section 6.1. The "**Bridge Repayment Amount**" shall be an amount equal to the sum of (i) and (ii) above less \$875,000 (the "**Capitalized Amount**"). The Capitalized Amount will then be added to the principal amount of the Term Loan – Segment D ~~as of the Short-Term Outside Date~~."

- 2.3 The following paragraph of Section 6.1 of the Financing Offer is amended as follows (changes underlined and struck through):

"The Borrower must pay to Desjardins a monthly fee of \$125,000 per month in accordance with the Applicable Single Cash Flow Projection, which monthly fee is earned and payable first on July 5, 2024, and thereafter, is earned and payable on the first day of each subsequent month, until ~~the date of the last disbursement of the Follow-On May 23, 2025~~ January 31, 2026 (the "~~Short-Term Outside Date~~"). Notwithstanding the foregoing, the payment of the monthly fees applicable for the month of August 2024 and for the months up until (and including) January 2025, representing in the aggregate \$750,000, and thereafter for each month until the \$15M Cash Inflow has been completed, is postponed to the earlier of (i) the date on which a Non-Tolerated Event of Default ~~default~~ occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer, and (ii) ~~the Short-Term Outside Date and (iii) May 23, 2025~~ January 31, 2026. For greater certainty, the payment for February 2025 was earned and payable on February 1, 2025 and payment of same was made on February 3, 2025 (being the following Business Day), the payment for March 2025 was earned and payable on March 1, 2025 and payment of same was made on March 3, 2025 (being the following Business Day), the payment for April 2025 ~~is was~~ earned and payable on April 1, 2025 and payment of same ~~will be was~~ made on April 1, 2025, and the payment for May 2025 ~~is was~~ earned and payable on May 1, 2025 and payment of same ~~will be was~~ made on May 1, 2025."

- 2.4 The following paragraph of Section 6.1 of the Financing Offer is amended as follows (changes underlined and struck through):

"The Borrower must pay to Desjardins, as compensation for authorizing the indebtedness under the Bridge Financing and the *pari passu* ranking of the security under the Bridge Financing with the Security, (1) an amendment fee of US\$667,000, which amendment fee is earned on August 16, 2024 and (2) an amendment fee of US\$333,000, which amendment fee is earned on the date of the funding of the second advance of the bridge loan of Desjardins made available to the Borrower under the Bridge Financing (collectively, the "**Thirteenth Amendment Fee**"), but in each case shall be payable on the earlier of (i) the date on which a Non-Tolerated Event of Default ~~default~~ occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer, (ii) ~~the Short-Term Outside Date and (iii) May 23, 2025~~ January 31, 2026. Such fee is not reimbursable whatever the circumstances. This fee is in addition to all other fees payable by the Borrower."

- 2.5 The following paragraph of Section 6.1 of the Financing Offer is amended as follows (changes underlined and struck through):

"The Borrower must pay to Desjardins an amendment fee of \$50,000 in connection with the fourteenth amendment to this Agreement, which amendment fee is earned on December 6, 2024 (the "**Fourteenth Amendment Fee**"), but shall be payable on the earlier of (i) the date on which a Non-Tolerated Event of Default ~~default~~ occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer, (ii) ~~the Short-Term Outside Date and (iii) May 23, 2025~~ January 31, 2026. Such fee is not reimbursable whatever the circumstances. This fee is in addition to all other fees payable by the Borrower."

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- 2.6 The following paragraph of Section 6.1 of the Financing Offer is amended as follows (changes underlined and struck through):

"The Borrower must pay to Desjardins an amendment fee of \$20,000 in connection with the fifteenth amendment to this Agreement, which amendment fee is earned on February 3, 2025 (the "**Fifteenth Amendment Fee**"), but shall be payable on the earlier of (i) the date on which a Non-Tolerated Event of Default ~~default~~ occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer, (ii) ~~the Short-Term Outside Date and (iii) May 23, 2025~~ January 31, 2026. Such fee is not reimbursable whatever the circumstances. This fee is in addition to all other fees payable by the Borrower."

- 2.7 The following paragraph of Section 6.1 of the Financing Offer is amended as follows (changes underlined and struck through):

"The Borrower must pay to Desjardins an amendment fee of \$20,000 in connection with the sixteenth amendment to this Agreement, which amendment fee is earned on March 7, 2025 (the "**Sixteenth Amendment Fee**" and collectively with the Thirteenth Amendment Fee, Fourteenth Amendment Fee and Fifteenth Amendment Fee, the "**Amendment Fee**"), but shall be payable on the earlier of (i) the date on which a Non-Tolerated Event of Default ~~default~~ occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer, (ii) ~~the Short-Term Outside Date and (iii) May 23, 2025~~ January 31, 2026. Such fee is not reimbursable whatever the circumstances. This fee is in addition to all other fees payable by the Borrower."

- 2.8 Section 7.3.1(a) of the Financing Offer is amended as follows (changes underlined and struck through):

"a) incur any indebtedness other than (i) the IQ PRSI Loan to the extent subject to a subordination agreement in favor of Desjardins as provided under Section 8.1.2 (to the extent applicable), (ii) the SPAC Offering to the extent subject to subordination terms in favor of Desjardins as provided under Section 8.1.3 (to the extent applicable), (iii) ~~indebtedness arising from credit card agreements entered into between any of the Borrower or the Guarantors and Desjardins up to a maximum amount of \$100,000,~~ (iv) the indebtedness arising under the Bridge Financing and owed to the bridge lenders thereunder, including, for greater certainty, the "super bridge" in the principal amount of US\$2,000,000 made available by the "super bridge lenders" under the Bridge Financing, to the extent subject to intercreditor provisions satisfactory to Desjardins as provided for under Section 8.1.6 and only as long as there are amounts outstanding under the bridge loan provided by Desjardins pursuant to the Bridge Financing and (v) the indebtedness arising from the TI Pre-paid Royalty Fee;"

- 2.9 Section 7.2.4 of the Financing Offer is amended as follows (changes underlined and struck through):

"7.2.4 From July 5, 2024 until the ~~Short-Term Outside Date~~ January 31, 2026, the Borrower undertakes (i) to give Desjardins and Desjardins' Financial Advisor ~~on Tuesday of each week every two weeks on Wednesday an updated 13-week single cash flow projection for the period until January 31, 2026~~ (the "**13-Week Single Cash Flow Projection**"), which must provide for the payment of the fees and expenses owing by the Borrower to Desjardins' legal counsel and the Desjardins' Financial Advisor, indicating the actual receipts and disbursements for the preceding week, as well as previous periods of ~~one two weeks~~, in comparison to the budgeted amounts in the initial ~~13-Week Single Cash Flow Projection for the period from June 1st, 2025 until January 31, 2026~~, such initial ~~13-Week Single Cash Flow Projection~~ which is attached hereto as Appendix "E" (as may be updated by the Borrower from time to time to the satisfaction of Desjardins, which shall not be unreasonably withheld, the "Applicable Single Cash Flow Projection"), and (ii) to continue to collaborate with and provide to Desjardins and Desjardins' Financial Advisor information in connection with the finances and operations of the Borrower and the Guarantors, including with respect to the status of any capital infusion or other transaction of a similar nature the targeted equity investment in the Borrower for a gross proceeds amount of US\$30,000,000, and to provide the information requested by Desjardins, Desjardins' legal counsel or Desjardins' Financial Advisor, and to cause the Borrower's advisors to do the same. ~~After the Short-Term Outside Date and until the Borrower provides to Desjardins the Recapitalization Plan in form and substance satisfactory to Desjardins, the Borrower undertakes (i) to give Desjardins and Desjardins' Financial Advisor on first Friday of each month an updated Monthly 13-week cash flow projection (the "Monthly 13-Week Cash Flow Projection") indicating the actual receipts and disbursements for the preceding month, as well as previous periods of one month, in comparison to the budgeted amounts in the initial~~

Monthly 13 Week Cash Flow Projection, and (ii) to continue to collaborate with and provide to Desjardins and Desjardins' Financial Advisor information in connection with the finances and operations of the Borrower and the Guarantors, and to provide the information requested by Desjardins, Desjardins' legal counsel or Desjardins' Financial Advisor, and to cause the Borrower's advisors to do the same."

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- 2.10 Sections 7.2.9, 7.2.10, 7.2.11, 7.2.12, 7.4.17, 7.4.18 and 7.4.19 are deleted in their entirety and each replaced with the following mention: "Intentionally Deleted."
- 2.11 Section 7.4.5 of the Financing Offer is amended as follows (changes underlined and struck through):
- "7.4.5 ~~From July 5, 2024~~ Upon the disbursement, after June 5, 2025, of a minimum cash amount of US\$15,000,000 in the aggregate from any entity concluding a commercial transaction with the Borrower (the "**\$15M Cash Inflow**") ~~Short Term Outside Date~~, there must be no unfavorable variance greater than 10% for any two consecutive weeks between the ending cash balance in the actual ~~13-Week Single Cash Flow Projection~~ and the ending cash balance in the initial 13-Week Applicable Single Cash Flow Projection which is attached hereto as Appendix "E" ~~(such variance to be greater than \$100,000).~~
- 2.12 A new Section 7.4.20 is inserted directly after Section 7.4.19 of the Financing Offer as follows:
- "7.4.20 The Borrower undertakes to provide updates to Desjardins on any capital infusion or other transaction of a similar nature and at any other time when requested by Desjardins."
- 2.13 A new Section 7.4.21 is inserted directly after Section 7.4.20 of the Financing Offer as follows:
- "7.4.21 Any capital infusion into the Borrower or other transaction (including without limitation a transaction relating to licensing of any portion of its intellectual property, software escrow agreement, debt, equity, amendment to existing agreements, financial restructuring, reorganization, new security or encumbrance) must be made pursuant to terms and conditions satisfactory to Desjardins, being understood that Desjardins will not oppose any such transaction if it does not change Desjardins' relative priority or impair its security in any collateral in a way that is not commercially reasonable. For the avoidance of doubt, Desjardins considers the TI licensing arrangement to be commercially reasonable."

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- 2.14 A new Section 7.4.22 is inserted directly after Section 7.4.21 of the Financing Offer as follows:
- 7.4.22 At the latest on June 27, 2025, an amount of \$1,800,000 in cash currently held by the Borrower must be transferred in a deposit account held at Desjardins (the "**Blocked Account**") which is subject to a blocked account agreement entered into with Desjardins, as security agent to the bridge lenders and for itself, Desjardins, as account bank, and the Borrower. As long as the Blocked Account has not been established and the amount of \$1,800,000 has not been transferred to such Blocked Account, no operations may be made in the operating account of LeddarTech held with Desjardins containing the amount of \$1,800,000 without the express consent of Desjardins.
- The amount held in the Blocked Account (or, prior to the transfer in the Blocked Account of the amount, such amount held in the operating account of the Borrower) is reserved for the payment of the reasonable and required costs and fees, including those of the bridge lenders under the Bridge Financing and Desjardins under this Agreement, in connection with any realization process, as the case may be, or otherwise agreed to between the Borrower and Desjardins (the "**Realization Costs**"). For clarity, such cash in the Blocked Account will count in order to satisfy the minimum Available Cash covenant of Section 7.1.2.
- After the payment of the Realization Costs, any remaining balance of cash in the Blocked Account will be allocated to the bridge lenders under the Bridge Financing and Desjardins, as lender under this Agreement, in accordance with the waterfall included in the intercreditor provisions referred to under Section 8.1.6."
- 2.15 The definition of "Liquidity Event" in Section 1 of Appendix "A" of the Financing Offer is amended as follows (changes underlined and struck through):
- "**Liquidity Event:** means (i) a change of Control of the Borrower, (ii) a sale of all or substantially all of the assets of the Borrower or the grant of an exclusive licence (save to a Subsidiary of the Borrower in the normal course of business) of substantial all of the intellectual property of the Borrower and of its Subsidiaries, (iii) the occurrence of a Non-Tolerated Event of Default, (iv) ~~if the Term Loan is not repaid prior to or on the date which is 30 months after the earlier of (a) July 31, 2023 and (b) the DE-SPAC Date,~~ (v) Tranche A of the SPAC Offering has not been funded on or prior to June 12, 2023 under the conditions of Section 7.4.9a, (vi) Tranche B1 of the SPAC Offering has not been funded on or prior to October 31, 2023, (vii) Tranche B of the SPAC Offering has not been funded on or prior to December 22, 2023, (viii) May 23, 2025 ~~January 31, 2026~~, if the Follow On Offering has not closed on or prior to May 23, 2025 or (ix) December 13, 2024, if the full First Installment of the TI Pre-paid Royalty Fee has not been disbursed to the Borrower on or prior to December 13, 2024 or (x) May 16, 2025, if the Borrower has not provided the Process Plan to Desjardins, at the satisfaction of Desjardins."

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- 2.16 Appendix "E" of the Financing Offer is replaced by Schedule A hereto, being understood that such Applicable Single Cash Flow Projection is in fact an initial cash flow projection for the period from June 2, 2025 until January 31, 2026.

3. Effectiveness and Conditions Precedent

This Agreement will become effective on the date that the Lender notifies the Borrower that the following conditions precedent have been

fulfilled:

- 3.1 this Agreement has been executed by all parties;
- 3.2 no Default has occurred and is continuing other than the defaults listed in the notice dated May 21st, 2025, that has since been withdrawn (the “**Specific Defaults**”);
- 3.3 repayment and cancellation of any credit card agreement entered into between the Borrower and Desjardins;
- 3.4 a copy of the executed amendment to the Bridge Financing providing for the “super bridge”, which must be satisfactory to Desjardins;
- 3.5 all fees and expenses owing by the Borrower to the Lender and its legal counsel and the Desjardins’ Financial Advisor due on the date of this Agreement shall be paid within 30 days of the date hereof and the Lender is authorized to debit the Borrower’s account and proceed to the payment of such fees and expenses.

4. **Representations and Warranties**

All of the representations and warranties contained in Article 2 of the Appendix A to the Financing Offer are true and correct on and as of the date hereof as though made on and as of the date hereof, except that, to the extent such representations and warranties relate to a specifically identified earlier date they shall be true and correct as of such earlier date.

5. **Tolerance of Non-Tolerated Events of Default**

- 5.1 Desjardins hereby agrees to tolerate any Default or Event of Default through the Maturity Date, other than, and specifically, the Events of Default listed in Schedule B hereto and any Default or Event of Default under this Agreement (the “**Non-Tolerated Events of Default**”)
- 5.2 The tolerance set forth in this Agreement is limited to the Defaults or Events of Default other than, and specifically the Non-Tolerated Events of Default and should not be construed as an express or implied agreement of Desjardins to forbear any other Default.

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6. **Default**

No Default has occurred and is continuing on the date hereof other than the Specific Defaults.

7. **Cost and Expenses**

The Borrower agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, execution, delivery and implementation and administration of this Agreement including the reasonable fees and expenses of counsel for the Lender.

8. **Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument. A party may execute this Agreement by signing any counterpart. Delivery by any party or other signatory of an executed counterpart of this Agreement by facsimile or electronic mail or in PDF format, or using any electronic signature, shall be equally effective as delivery of an original executed counterpart of this Agreement.

9. **Governing Law**

This Agreement is governed by and construed in accordance with laws of the Province of Quebec and the laws of Canada applicable therein.

[Signature pages follow]

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IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the date and year first above written.

FEDERATION DES CAISSES DESJARDINS DU QUEBEC, as Lender

Per: /s/ Simon Mathieu

Name: Simon Mathieu

Title: Dir/Comptes

Per : _____

LEDDARTECH HOLDINGS INC., as Borrower

Per: /s/ Frantz Saintelley

Name: Frantz Saintelley

The Guarantor acknowledges receipt of this Agreement and agrees to its terms.

VAYAVISION SENSING LTD., as Guarantor

Per: /s/ Frantz Saintelley

Name: Frantz Saintelley

Schedule A

APPENDIX “E” – Applicable Single Cash Flow Projection

Schedule “B”

Non-Tolerated Events of Default

[See attached document]



LeddarTech Enters into Further Amendments to Credit Facility and Bridge Financing Offer and Announces the Return to Work of Certain Employees Following Furlough

QUEBEC CITY, Canada, June 9, 2025 — LeddarTech® Holdings Inc. ("LeddarTech" or the "Company") (Nasdaq: LDTC), an automotive software company that provides patented disruptive AI-powered low-level sensor fusion and perception software technology, LeddarVision™, today announced that it has entered into:

- an eighteenth amending agreement (the "Eighteenth Amending Agreement") with Fédération des caisses Desjardins du Québec ("Desjardins") with respect to the amended and restated financing offer dated as of April 5, 2023 (the "Desjardins Credit Facility"), pursuant to which Desjardins has agreed to, among other things, temporarily postpone certain payments of interest and fees until January 31, 2026, subject to acceptable cash flow projected payments; and
- a sixth amending agreement (the "Sixth Amending Agreement") with the initial bridge lenders, certain members of management and the board of directors and FS Investment Management (collectively, the "Bridge Lenders") with respect to the bridge financing offer dated as of August 16, 2024 (the "Bridge Financing Offer") pursuant to which the Bridge Lenders have agreed to, among other things, extend the maturity of the bridge loan to January 31, 2026.

The Sixth Amending Agreement to the Bridge Financing Offer also provides for a new bridge to equity term loan by FS Investment Management in the amount of up to US\$2,000,000 for the purposes of providing LeddarTech with the cash necessary to complete one or more equity investments or commercial transactions involving LeddarTech and its technology.

There is no certainty that LeddarTech will be able to raise additional funds or complete any commercial transaction and there can be no assurance that LeddarTech will be successful in pursuing and implementing any such alternatives, nor any assurance as to the outcome or timing of any such alternatives.

The foregoing descriptions of the Eighteenth Amending Agreement and the Sixth Amending Agreement do not purport to be complete and are qualified in their entirety by reference to such amendments, copies of which will be filed under LeddarTech's SEDAR+ and EDGAR profiles at www.sedarplus.ca and www.sec.gov, respectively.

The term loan by FS Investment Management described above constitutes a "related-party transaction" within the meaning of *Regulation 61-101 respecting Protection of Minority Security Holders in Special Transactions* ("Regulation 61-101") as FS Investment Management is a related party of the Company under Regulation 61-101. The Company is relying on exemptions from the formal valuation requirements of Regulation 61-101 pursuant to section 5.5(a) and the minority shareholder approval requirements of Regulation 61-101 pursuant to section 5.7(1)(a) in respect of such related party's participation as the fair market value of the transaction, insofar as it involves interested parties, does not exceed 25% of the Company's market capitalization.

Return to Work of Certain Employees Following the Previously Announced Furlough

LeddarTech also announced a return to work, beginning on June 4th, of certain employees that had been affected by the previously announced workforce reduction. The employees that have resumed their functions are supporting various ongoing commercial activities. LeddarTech plans to progressively call back more of its employees that were furloughed in order to support such commercial activities. There can be no assurance as to the timing of such decision nor that such additional employees will be called back in the near term or at all.



About LeddarTech

A global software company founded in 2007 and headquartered in Quebec City with additional R&D centers in Montreal and Tel Aviv, Israel, LeddarTech develops and provides comprehensive AI-based low-level sensor fusion and perception software solutions that enable the deployment of ADAS, autonomous driving (AD) and parking applications. LeddarTech's automotive-grade software applies advanced AI and computer vision algorithms to generate accurate 3D models of the environment to achieve better decision making and safer navigation. This high-performance, scalable, cost-effective technology is available to OEMs and Tier 1-2 suppliers to efficiently implement automotive and off-road vehicle ADAS solutions.

LeddarTech is responsible for several remote-sensing innovations, with over 190 patent applications (112 granted) that enhance ADAS, AD and parking capabilities. Better awareness around the vehicle is critical in making global mobility safer, more efficient, sustainable and affordable: this is what drives LeddarTech to seek to become the most widely adopted sensor fusion and perception software solution.

Additional information about LeddarTech is accessible at www.leddartechnology.com and on LinkedIn, Twitter (X), Facebook and YouTube.

Forward-Looking Statements

Certain statements contained in this Press Release may be considered forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (which forward-looking statements also include forward-looking statements and forward-looking information within the meaning of applicable Canadian securities laws), including, but not limited to, statements relating to LeddarTech's anticipated strategy, future operations, prospects, objectives and financial projections and other financial metrics, its plans to call back employees who have been laid off as well as expectations regarding the anticipated performance, adoption and commercialization of its products. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as "may," "will," "should," "would," "expect," "anticipate," "plan," "likely," "believe," "estimate," "project," "intend" and other similar expressions among others. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: (i) our ability to continue to maintain compliance with Nasdaq continued listing standards following our transfer to the Nasdaq Capital Market, (ii) our ability to timely access sufficient capital and financing on favorable terms or at all; (iii) our ability to maintain compliance with our debt covenants, including our ability to enter into any forbearance agreements, waivers or amendments with, or obtain other relief from, our lenders as needed; (iv) discussions regarding potential alternatives relating to refinancing, recapitalization or any commercial or other suitable transaction; (v) our ability to execute on our business model, achieve design wins and generate meaningful revenue; (vi) our ability to successfully commercialize our product

offering at scale, whether through the collaboration agreement with Texas Instruments, a collaboration with a Tier 2 supplier or otherwise; (vii) changes in our strategy, future operations, financial position, estimated revenues and losses, projected costs and plans; (viii) changes in general economic and/or industry-specific conditions; (ix) our ability to retain, attract and hire key personnel; (x) potential adverse changes to relationships with our customers, employees, suppliers or other parties; (xi) legislative, regulatory and economic developments; (xii) the outcome of any known and unknown litigation and regulatory proceedings; (xiii) unpredictability and severity of catastrophic events, including, but not limited to, acts of terrorism, outbreak of war or hostilities and any epidemic, pandemic or disease outbreak, as well as management's response to any of the aforementioned factors; and (xiv) other risk factors as detailed from time to time in LeddarTech's reports filed with the U.S. Securities and Exchange Commission (the "SEC"), including the risk factors contained in LeddarTech's Form 20-F filed with the SEC. The foregoing list of important factors is not exhaustive. Except as required by applicable law, LeddarTech does not undertake any obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.



Contact:

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LeddarTech Holdings Inc. is a public company listed on the Nasdaq under the ticker symbol "LDTC."