

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

THE HONOURABLE MR. )  
JUSTICE OSBORNE )  
MONDAY, THE 22<sup>nd</sup>  
DAY OF APRIL, 2024

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

**AND IN THE MATTER OF ANTIBE THERAPEUTICS INC.**

Applicant

**CCAA TERMINATION ORDER**

**THIS MOTION** made by Deloitte Restructuring Inc., in its capacity as Monitor of the Applicant (the "**Monitor**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON HEARING** the submissions of counsel for the Applicant, the Monitor and Nuance Pharma Ltd., and on the granting of the Receivership Order appointing FTI Consulting Canada Inc. as receiver and manager (the "**Receiver**"), without security, of all of the assets, undertaking and properties of Antibe Therapeutics Inc. ("**Antibe**") pursuant to an Order of this court dated April 22, 2024 (the "**Receivership Order**"),

**SERVICE**

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

## DEFINED TERMS

2. **THIS COURT ORDERS** that, unless otherwise defined herein, capitalized terms used in this Order shall have the meaning given to them in the Initial Order of this Court dated April 9, 2024 (the “**Initial Order**”).

## TERMINATION OF CCAA PROCEEDINGS

3. **THIS COURT ORDERS** that the within CCAA proceedings are hereby terminated without any other act or formality.
4. **THIS COURT ORDERS** that the Receiver is authorized and directed pursuant to the Receivership Order to:
  - (a) segregate funds in the amount of the Administration Charge, being \$250,000, into a separate account of the Receiver (the “**Administration Charge Account**”), which funds shall be released in accordance with this Order;
  - (b) segregate funds in the amount of the Directors and Officers Charge, being \$150,000, into a separate account of the Receiver (the “**Directors’ Charge Account**”).
5. **THIS COURT ORDERS** that the Administration Charge and the Directors’ Charge shall continue solely as against the funds in the Administration Charge Account (in the case of the Administration Charge) and the Directors’ Charge Account (in the case of the Directors’ Charge).
6. **THIS COURT ORDERS** that counsel to the Applicant shall be paid their reasonable fees and disbursements up to May 2, 2024, and the Monitor, and counsel to the Monitor, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges (the “**Administration Fees**”), by the Receiver from the Administration Charge Account. The aggregate total of the payments of the Administration Fees by the Receiver shall be limited to the amount in the Administration Charge Account. For greater certainty, the beneficiaries of the Administration Charge shall be entitled to access cash retainers funded by the Applicant. To the extent that the Administration Fees less the cash retainers exceed the amount in the Administration Charge Account, the payment by the Receiver shall be on a *pro rata* basis. With respect to invoices for the Administration Fees, invoices may be submitted up to the date that is 14 days following the motion to approve the fees

and expenses of the Monitor and their counsel. Upon payment by the Receiver of the Administration Fees from the Administration Charge Account, the Administration Charge shall be terminated, released and discharged without further act or formality.

7. **THIS COURT ORDERS** that the Directors' Charge Account shall be available for any claims that would have been secured by the Directors' Charge, provided that Antibe's former directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy. The Directors' Charge Account funds shall only be distributed upon further order of this Court on notice to all beneficiaries of the Directors' Charge.

#### **DISCHARGE OF MONITOR**

8. **THIS COURT ORDERS AND DECLARES** that Deloitte Restructuring Inc. is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the date hereof; provided that notwithstanding its discharge as Monitor, Deloitte Restructuring Inc. shall have authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to terminating these CCAA proceedings in accordance with this Order following the date of this Order, including, without limitation, proceeding with a motion for approval of the fees and expenses of the Monitor and the Monitor's counsel in accordance with the Initial Order.
9. **THIS COURT ORDERS** that, notwithstanding any provision of this Order and the termination of the within CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Order of this Court in the within CCAA proceedings or otherwise, all of which are expressly continued and confirmed.
10. **THIS COURT ORDERS** that effective as of the date of this Order, in addition to the protections in favour of the Monitor in any Order of this Court in these CCAA proceedings or the CCAA, the Monitor and Norton Rose Fulbright Canada LLP, in its capacity as counsel to the Monitor, (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act

or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of or in respect of the within CCAA proceedings or with respect to their respective conduct in the within CCAA proceedings (collectively, the “**Released Claims**”), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties.

11. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any of the Released Parties in any way arising from or related to the within CCAA proceedings, except with prior leave of this Court on at least fifteen (15) days’ prior written notice to the applicable Released Party and the Monitor.

#### **GENERAL**

12. **THIS COURT ORDERS** that the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
  13. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories of Canada.
  14. **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, or in any other foreign jurisdiction, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, c. C-36, AS AMENDED**

Court File No: CV-24-00718083-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
ANTIBE THERAPEUTICS INC.**

Applicant

**ONTARIO  
SUPERIOR COURT OF JUSTICE- COMMERCIAL  
LIST**

Proceeding commenced at Toronto

**CCAA TERMINATION ORDER**

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