

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

THE HONOURABLE

)

MONDAY, THE 24<sup>th</sup>

JUSTICE OSBORNE

)

DAY OF JUNE, 2024

)

**B E T W E E N:**

**NUANCE PHARMA LTD.**

Applicant

- and -

**ANTIBE THERAPEUTICS INC.**

Respondent

**IN THE MATTER OF AN APPLICATION UNDER SECTION 101 OF THE  
*COURTS OF JUSTICE ACT***

**CLAIMS PROCEDURE ORDER**

**THIS MOTION**, made by FTI Consulting Canada Inc. in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") without security, of all of the present and future assets, undertakings and real and personal property of Antibe Therapeutics Inc. ("**Antibe**"), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Receiver dated June 18, 2024, the First Report of the Receiver dated June 18, 2024 (including the appendices thereto, the "**First Report**"), and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, as appears from the affidavit of service, sworn and filed,

**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.

**DEFINITIONS AND INTERPRETATION**

2. **THIS COURT ORDERS** that capitalized terms used in this Order shall have the meanings ascribed to them in Schedule “A” to this Order.
3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day, unless otherwise indicated herein.
4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.
5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

**GENERAL PROVISIONS**

6. **THIS COURT ORDERS** that the Receiver is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to the completion and execution of such forms, or request any further documentation from a Person that the Receiver may require in order to enable the Receiver to determine the validity or quantum of a Claim.
7. **THIS COURT ORDERS** that if any Claim arose in a currency other than Canadian Dollars, then the Person making the Claim shall complete its Proof of Claim and indicate the amount of the Claim in such currency, rather than in Canadian Dollars or any other currency. Where no currency is indicated, the Claim shall be presumed to be in Canadian

Dollars. The Receiver shall subsequently calculate the amount of such Claim in Canadian Dollars, using the Bank of Canada Canadian Dollar Daily Exchange Rate on April 22, 2024.

8. **THIS COURT ORDERS** that the form and substance of each of the Notice to Claimants, Proof of Claim, Notice of Revision or Disallowance and Dispute Notice, substantially in the forms attached as Schedules “B”, “C”, “D” and “E”, respectively, to this Order are hereby approved. Notwithstanding the foregoing, the Receiver may from time to time make changes to such forms as the Receiver considers necessary or advisable.

#### **RECEIVER’S ROLE**

9. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Receivership Order, shall take all actions and fulfill any other roles as are authorized by this Order or incidental thereto, including the determination of Claims and referral of any Claim to the Court.
10. **THIS COURT ORDERS** that the Receiver may attempt to resolve the classification and amount of any Claim with the Claimant on a consensual basis prior to accepting, revising or disallowing such Claim.
11. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Order, the Receiver shall have all of the protections given to it by the Receivership Order and this Order, (ii) the Receiver shall incur no liability or obligation as a result of carrying out the provisions of this Order, except for claims for gross negligence or wilful misconduct, (iii) the Receiver shall be entitled to rely on the books and records of Antibe, all without further independent investigation, and (iv) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Claimant, except for claims for gross negligence or wilful misconduct.

**NOTICE TO CLAIMANTS****12. THIS COURT ORDERS** that:

- (a) the Receiver shall, no later than five (5) Business Days following the date granting this Order, post a copy of this Order, the Notice to Claimants, a blank proof of claim form, and an instruction letter (the “**Claims Package**”) on the Receiver’s Website at: <http://cfcanada.fticonsulting.com/antibe/>;
- (b) as soon as practicable after the granting of this Order, the Receiver shall, for one business day, publish the Notice to Claimants in the *Globe and Mail* (National Edition); and
- (c) the Receiver shall deliver, as soon as reasonably practicable following a request, a Claims Package to any Person claiming to be a creditor of Antibe, provided such request is received before the Claims Bar Date.

**13. THIS COURT ORDERS** that, except as specifically provided for in this Order, the Receiver is not under any obligation to provide notice of this Order to any Person having or asserting a Claim, and all Persons shall be bound by the Claims Bar Date, this Order, and any notices published pursuant to paragraphs ~~11(a)~~[12\(a\)](#) and (b) of this Order, regardless of whether or not they received actual notice, and any steps taken in respect of any Claim, in accordance with this Order.

**14. THIS COURT ORDERS** that neither: (i) the reference to a purported Claim as a “Claim” or a purported Claimant as a “Claimant” in this Order, nor (ii) the delivery of a Proof of Claim by the Receiver to a Person, shall constitute an admission by the Receiver or Antibe of any obligation of Antibe to any Person.

**PROOFS OF CLAIM**

15. **THIS COURT ORDERS** that every Person with a Claim shall file with the Receiver by email, prepaid ordinary mail, courier, personal delivery, or telefax on or before the Claims Bar Date, a Proof of Claim together with any supporting documentation.

**CLAIMS BAR DATE**

16. **THIS COURT ORDERS** that, subject to further order of this Court, any Person who does not deliver a Proof of Claim, together with supporting documentation, on or before the Claims Bar Date: (a) shall be and is hereby forever barred from making or enforcing such Claim, and all such Claims shall be forever extinguished, (b) shall not be entitled to receive any distribution pursuant to the Claims Process or further Order of this Court, and (c) shall not be entitled to any further notice in the Claims Process, and shall not be entitled to participate as a Claimant in respect of such Claim.
17. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Bar Date shall be 1:00 p.m. (Toronto time) on August 30, 2024.
18. **THIS COURT ORDERS** that each Person required by this Order to file a Proof of Claim shall include any and all Claims it asserts against Antibe in a single Proof of Claim.

**DETERMINATION OF CLAIMS**

19. **THIS COURT ORDERS** that, subject to the terms of this Order, the Receiver shall review all Proof of Claims filed on or before the Claims Bar Date and may accept, revise, or disallow (in whole or in part) the amount, or any other aspect of, a Claim asserted in a Proof of Claim. At any time, the Receiver may: (i) request additional information with respect to any Claim, (ii) request that the Claimant file a revised Proof of Claim, (iii) attempt to consensually resolve the amount or any other aspect of a Claim, or (iv) admit, revise, or disallow a Claim.

20. **THIS COURT ORDERS** that where a Claim is revised or disallowed pursuant to paragraph ~~18~~19 of this Order, the Receiver shall deliver to the Claimant a Notice of Revision or Disallowance and attach the form of Dispute Notice.
21. **THIS COURT ORDERS** that where a Claim has been accepted or admitted by the Receiver, such Claim shall constitute a Proven Claim for the purposes of the Claims Process. The acceptance of any Claim or other determination of same in accordance with this Order, in whole or in part, shall not constitute an admission of any fact, thing, obligation, or quantum of any Claim by any Person, save and except in the context of the Claims Process.

#### **DISPUTE NOTICE**

22. **THIS COURT ORDERS** that a Claimant who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice to the Receiver so that it is received by the Receiver no later than fourteen (14) calendar days after such Claimant is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 30 of this Order, or such longer period as may be agreed to by the Receiver in writing. The receipt of a Dispute Notice by the Receiver within the fourteen (14) calendar day period specified in this paragraph shall constitute an application to have the amount of such Claim determined pursuant to the claims process provided for in this Order.
23. **THIS COURT ORDERS** that where a Claimant fails to deliver a Dispute Notice in accordance with paragraph ~~21~~22 of this Order, the amount of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance. Such amount, if any, shall constitute such Claimant's Proven Claim, and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.
24. **THIS COURT ORDERS** that where a Claim has been revised or disallowed pursuant to paragraph ~~19~~20 of this Order, the revised or disallowed Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the process set out in this Order or as otherwise ordered by the Court.

**RESOLUTION OF CLAIMS**

25. **THIS COURT ORDERS** that as soon as practicable after a Dispute Notice is received by the Receiver in accordance with this Order, the Receiver may attempt to resolve and settle a disputed Claim with the Claimant.
26. **THIS COURT ORDERS** that in the event that the Receiver is unable to consensually resolve any Dispute Notices within a reasonable time period, the Receiver shall either: (i) file a report with the Court summarizing such Dispute Notices and shall bring a motion for advice and directions from the Court in respect of the resolution of the outstanding Dispute Notices; or (ii) refer the matter to a Claims Officer to adjudicate a Disputed Claim.

**CLAIMS OFFICER(S)**

27. **THIS COURT ORDERS** that the selection of any Claims Officer to adjudicate a Disputed Claim shall be subject to mutual agreement between the affected Claimant and the Receiver and if such agreement is not possible, Court approval. The Receiver is hereby authorized to bring a motion to seek an order of the Court appointing a Claims Officer in respect of any and all disputed Claims. The Receiver shall pay the reasonable professional fees and disbursements of each Claims Officer on presentation and acceptance of invoices from time to time.
28. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Officer shall determine the Status and/or amount of each Disputed Claim and in doing so, the Claims Officer shall be empowered to determine the process in which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any Claim. In addition, the Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before the Claims Officer shall be paid.
29. **THIS COURT ORDERS** that the Receiver or the Claimant may appeal the Claims Officer's determination to this Court by serving upon the other (with a copy to the

Receiver) and filing with this Court, within ten (10) calendar days of notification of the Claims Officer's determination of such Disputed Claim, a notice of motion returnable on a date to be fixed by this Court. If a notice of motion is not filed within such period, then the Claims Officer's determination shall be deemed to be final and binding.

30. **THIS COURT ORDERS** that the Receiver shall not allow, revise, or otherwise attempt to resolve D&O Claims pursuant to paragraphs 19-29 above, without the approval of counsel to the Directors & Officers or further Order of this Court. Provided however, the Receiver may address a Claim that is also a D&O Claim in accordance with this Order with respect to whether such claim is a Proven Claim against the Respondent without any such consent or further Order of this Court.

#### **NOTICE OF TRANSFEREES**

31. ~~30.~~ **THIS COURT ORDERS** that the Receiver shall not be obligated to send notice to or otherwise deal with a transferee or assignee of a Claim as the Claimant in respect thereof unless and until: (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Receiver, and (ii) the Receiver has acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for all purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by all notices given or steps taken in respect of such Claim, in accordance with this Order prior to the written acknowledgement by the Receiver of such transfer or assignment.
32. ~~31.~~ **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim, and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Receiver shall not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to send notice to and to otherwise deal with such Claim only as a whole, and then only to and with the Person last holding



such Claim in whole as the Claimant in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with this Order and the Receiver has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Claimant in respect of such Claim may by notice to the Receiver, in writing, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Claimant, transferee or assignee of the Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

## **DIRECTIONS**

33. ~~32.~~ **THIS COURT ORDERS** that the Receiver or any other Person with an economic interest in this Claims Process may at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the claims process set out herein, including the forms attached as Schedules hereto.

## **SERVICE AND NOTICE**

34. ~~33.~~ **THIS COURT ORDERS** that the Receiver may, unless otherwise specified by this Order, serve and deliver the Claims Package, and any letters, notices or other documents to Claimants, or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel, if applicable) at the last address shown in the books and records of Antibe or set out in such Person's Proof of Claim. Any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third (3rd) Business Day after mailing within Ontario, the fifth (5th) Business Day after mailing within Canada (other than within Ontario), and the tenth (10th) Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day. Notwithstanding anything to the contrary in this Order,

Notices of Revision or Disallowance shall be sent only by (i) electronic or digital transmission to a fax number or email address that has been provided in writing by the Claimant or (ii) courier.

35. ~~34.~~ **THIS COURT ORDERS** that any notice or other communication (including Proofs of Claim and Dispute Notices) to be given under this Order by any Person to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to:

**FTI Consulting Canada Inc.**  
 TD Waterhouse Tower  
 79 Wellington Street West  
 Suite 2010, P.O. Box 104  
 Toronto, Ontario M5K 1G8

Attn: Jim Robinson and Jonathan Joffe  
 Email: [antibe@fticonsulting.com](mailto:antibe@fticonsulting.com)

Any such notice or other communication by a Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day.

36. ~~35.~~ **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

#### MISCELLANEOUS

37. ~~36.~~ **THIS COURT ORDERS** that notwithstanding any other provision of this Order, the solicitation of Proofs of Claim, and the filing by a Person of any Proof of Claim, shall

not, for that reason only, grant any Person any standing in the Receivership Proceedings or rights to a distribution.

38. ~~37.~~ **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

39. ~~38.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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**SCHEDULE “A”  
DEFINED TERMS**

- (a) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario, Canada;
- (b) **“Claim”** means any D&O Claim and any right or claim of any Person that may be asserted or made in whole or in part against Antibe, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever (including any claim by a Director or Officer against the Applicant for contribution and/or indemnity arising from any ~~Directors or Officers Claim~~ (“D&O Claim<sup>22</sup>”) relating to the time period prior to the Filing Date), and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, including, without limiting the foregoing, any right or claim of a current or former employee of Antibe, unionized or non-unionized, or any tax claim;
- (c) **“Claims Process”** means the procedures outlined in this Order, including the Schedules to this Order;

- (d) “**Claims Bar Date**” means 1:00 p.m. (Toronto time) on **August 30, 2024**, or such later date as the Court may order or the Receiver may determine under the authority of this Order;
- (e) “**Claims Officer**” means one or more individuals selected or appointed in accordance with this Claims Process Order to act as a claims officer for the purposes of this Claims Process Order;
- (f) “**Claimant**” means any Person asserting a Claim, and includes the transferee or assignee of a Claim, transferred and recognized as a Claimant in accordance with paragraphs 26 to 27 hereof, or a trustee, executor, or other Person acting on behalf of or through such Person;
- (g) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (h) “**Directors**” means all former directors of the Applicant, and “**Director**” means any one of them;
- (i) ~~(h)~~ “**Disputed Claim**” means a Claim that is validly disputed in accordance with this Claims Process Order and which remains subject to adjudication in accordance with this Claims Process Order;
- (j) ~~(i)~~ “**Dispute Notice**” means a written notice delivered to the Receiver by a Person who has received a Notice of Revision or Disallowance of that Person’s intention to dispute such Notice of Revision or Disallowance and the reasons for the dispute, substantially in the form attached as Schedule “**E**” hereto;
- (k) “**D&O Claim**” means any right of any Person against the Directors or Officers of the Applicant, or any of them, that relates to any claim for which they might be liable as a result of any act as a Director or Officer of the Applicant;
- (l) ~~(j)~~ “**Filing Date**” means the date on which an application for the Receivership was made and effective pursuant to the Receivership Order.

- (m) ~~(k)~~ **“Notice of Revision or Disallowance”** means a notice informing a Claimant that the Receiver has revised or disallowed all or part of such Claimant’s Claim set out in such Claimant's Proof of Claim, substantially in the form attached as Schedule **“D”** hereto;
- (n) **“Officers” means all current and former officers of the Applicant, and “Officer” means any one of them**
- (o) ~~(h)~~ **“Person”** is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (p) ~~(m)~~ **“Proof of Claim”** means the proof of claim to be completed and filed by a Person setting forth a Claim and which shall include all supporting documentation in respect of such Claim, substantially in the form attached as Schedule **“C”** hereto;
- (q) ~~(n)~~ **“Proven Claim”** means the amount of a Claimant’s Claim, as finally determined under the Claims Process;
- (r) ~~(o)~~ **“Receivership Order”** means the order of the Honourable Justice Osborne dated April 30, 2024, appointing the Receiver and granting the Receiver certain powers effective retroactively as of April 22, 2024;
- (s) ~~(p)~~ **“Receivership Proceedings”** means the proceedings commenced pursuant to the Receivership Order on application by Nuance Pharma Ltd.;

**SCHEDULE “B”  
NOTICE TO CLAIMANTS**

Court File No.: CV-24-00719237-00CL

BETWEEN:

**NUANCE PHARMA LTD.**

Applicant

- and -

**ANTIBE THERAPEUTICS INC.**

Respondent

**RE: NOTICE OF CLAIMS PROCESS**

**PLEASE TAKE NOTICE** that this notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made June [24], 2024 (the “**Claims Process Order**”). If you believe you are a creditor of Antibe, please continue reading this notice.

A Claims Process has been commenced pursuant to the Claims Process Order. All creditors of Antibe are required to submit a Proof of Claim to FTI Consulting Canada Inc., the Court-appointed receiver and manager of Antibe (in such capacity, the “**Receiver**”) on or before **August 30, 2024**.

Creditors may obtain the Claims Process Order and a Claims Package from the Receiver’s website at <http://cfcanada.fticonsulting.com/antibe/> or by contacting the Receiver by email at [antibe@fticonsulting.com](mailto:antibe@fticonsulting.com).

If you are a creditor of Antibe and wish to assert a claim, you are required to submit a completed Proof of Claim to the Receiver by **1:00 p.m. (Toronto Time) on August 30, 2024** (the “**Claims Bar Date**”). It is your responsibility to complete the appropriate documents and ensure that the Receiver receives your completed documents by the Claims Bar Date.

**CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER BARRED AND EXTINGUISHED.**

DATED at Toronto this \_\_\_\_ day of \_\_\_\_\_, 2024.



**SCHEDULE "C"  
PROOF OF CLAIM**

Court File No.: CV-24-00719237-00CL

BETWEEN:

**NUANCE PHARMA LTD.**

Applicant

- and -

**ANTIBE THERAPEUTICS INC.**

Respondent

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**PROOF OF CLAIM**

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**1. PARTICULARS OF CLAIMANT**

- (a) Full Legal Name of Claimant: \_\_\_\_\_
- (b) Full Mailing Address of Claimant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) Telephone Number of Claimant: \_\_\_\_\_
- (d) Facsimile Number of Claimant: \_\_\_\_\_
- (e) E-mail Address of Claimant: \_\_\_\_\_
- (f) Attention (Contact Person): \_\_\_\_\_

**2. PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE:**

Have you acquired this Claim by assignment?      Yes            No     

(if yes, attach documents evidencing assignment)

Full Legal Name of original creditor(s): \_\_\_\_\_

**3. PROOF OF CLAIM**

**THE UNDERSIGNED CERTIFIES AS FOLLOWS:**

That I [am a Claimant/hold the position of \_\_\_\_\_ of the Claimant][*select applicable*] and have knowledge of all the circumstances connected with the Claim described herein;

That I have knowledge of all of the circumstances connected with the Claim described herein and set out below;

\_\_\_\_\_ [Insert Respondent Name] was and is still indebted to the Claimant as follows:

*(Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian Dollars at rates set out in the Claims Process Order.)*

|              | <b>Amount of Claim</b> |
|--------------|------------------------|
| 1.           | \$                     |
| 2.           | \$                     |
| 3.           | \$                     |
| 4.           | \$                     |
| <b>TOTAL</b> | <b>\$</b>              |

#### 4. NATURE OF CLAIM

***(CHECK AND COMPLETE APPROPRIATE CATEGORY)***

- Total Unsecured Claim of \$ \_\_\_\_\_
- Total Secured Claim of \$ \_\_\_\_\_
- Total Proprietary Claim of \$ \_\_\_\_\_
- Total D&O Claim of \$ \_\_\_\_\_

In respect of this debt, I hold security over the assets of \_\_\_\_\_ [Insert Respondent Name] valued at \$ \_\_\_\_\_ [List the amount of security], the particulars of which security and value are attached to this Proof of Claim form.

*(If the Claim is secured, provide full particulars of the security, including the date on which the security was given the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)*

#### 5. PARTICULARS OF CLAIM:

The particulars of the undersigned's total Claim are attached.

*(Provide full particulars of the Claim(s) and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claim(s), name of any guarantor(s) which has guaranteed the Claim(s), and amount of Claim(s) allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.*

#### 6. FILING OF CLAIM

**This Proof of Claim must be returned to and received by the Receiver by 1:00 p.m. (Toronto Time) on the Claims Bar Date (August 30, 2024).**

In each case, completed forms must be delivered by prepaid registered mail, courier,

personal delivery, facsimile transmission or email to the Receiver at the following address:

**FTI Consulting Canada Inc.**

79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario M5K 1G8

Attn: Jim Robinson and Jonathan Joffe  
Email: [antibe@fticonsulting.com](mailto:antibe@fticonsulting.com)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SCHEDULE "D"**  
**NOTICE OF REVISION OR DISALLOWANCE OF CLAIM**

Court File No.: CV-24-00719237-00CL

BETWEEN:

**NUANCE PHARMA LTD.**

Applicant

- and -

**ANTIBE THERAPEUTICS INC.**

Respondent

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**NOTICE OF REVISION OR DISALLOWANCE**

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TO:

The Receiver has reviewed your Proof of Claim dated \_\_\_\_\_, 2024, and has revised or rejected your Claim in respect of \_\_\_\_\_ for the following reasons:

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Subject to further dispute by you in accordance with the provisions of the Claims Process Order, your Claim will be allowed as follows:

| <b>Original Claim Amount</b> | <b>Disallowed Amount</b> | <b>Revised Allowed Amount</b> |
|------------------------------|--------------------------|-------------------------------|
| \$                           | \$                       | \$                            |
| \$                           | \$                       | \$                            |
| \$                           | \$                       | \$                            |

If you intend to dispute this Notice of Revision or Disallowance, you must notify the Receiver of such intent by delivery to the Receiver of a Dispute Notice in accordance with the Claims Process Order, such that it is received by the Receiver by 1:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

**FTI Consulting Canada Inc.**

TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario M5K 1G8

Attn: Jim Robinson and Jonathan Joffe  
Email: [antibe@fticonsulting.com](mailto:antibe@fticonsulting.com)

If you do not deliver a Dispute Notice in accordance with the Claims Process Order, the value of your Claim(s) shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SCHEDULE "E"  
DISPUTE NOTICE**

Court File No.: CV-24-00719237-00CL

BETWEEN:

**NUANCE PHARMA LTD.**

Applicant

- and -

**ANTIBE THERAPEUTICS INC.**

Respondent

---

**DISPUTE NOTICE**

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**1. PARTICULARS OF CLAIMANT**

(g) Full Legal Name of Claimant: \_\_\_\_\_

(h) Full Mailing Address of Claimant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(i) Telephone Number of Claimant: \_\_\_\_\_

(j) Facsimile Number of Claimant: \_\_\_\_\_

(k) E-mail Address of Claimant: \_\_\_\_\_

(l) Attention (Contact Person): \_\_\_\_\_

**1. PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE:**

(m) Have you acquired this Claim by assignment? Yes  No

(if yes, attach documents evidencing assignment)

Full Legal Name of original creditor(s): \_\_\_\_\_

**2. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:**

*(Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian dollars at the rate set out in the Claims Procedure Order.)*

We hereby disagree with the value of our Claim as set out in the Notice of Revision or Disallowance dated \_\_\_\_\_, as set out below:

| <b>Claim as Allowed or Revised<br/>per Notice of Revision or<br/>Disallowance</b> | <b>Claim per Claimant</b> |
|---|---------------------------|
| \$  | \$                        |
| \$  | \$                        |
| <b>Total</b>  | \$                        |

*(Insert particulars of Claim per Notice of Revision or Disallowance, and the value of your Claim as asserted by the Claimant.)*

**3. REASONS FOR DISPUTE:**

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the value of the Claim, as stated by you in item 2 above.)*



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If you intend to dispute the Notice of Revision or Disallowance, you must notify the Receiver of such intent by delivery to the Receiver of this Dispute Notice in accordance with the Claims Process Order such that it is received by the Receiver by 1:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

**FTI Consulting Canada Inc.**  
TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario M5K 1G8

Attn: Jim Robinson and Jonathan Joffe  
Email: [antibe@fticonsulting.com](mailto:antibe@fticonsulting.com)

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024

IN THE MATTER OF AN APPLICATION UNDER SECTION 101 OF THE *COURTS OF JUSTICE ACT*

NUANCE PHARMA LTD.

Applicant AND

ANTI

Court Fil

*ONTA*  
**SUPERIOR COURT**  
**(COMMERCIAL)**

Proceedings comm

**CLAIMS PROC**

**Thornton Grout Finnigan**  
Toronto-Dominion Centre  
100 Wellington Street West  
Suite 3200, P.O. Box 329  
Toronto, ON M5K 1K7

**Rebecca L. Kennedy (LSO # 81472)**  
Email: rkennedy@tgf.ca

**Ines Ferreira (LSO # 81472)**  
Email: iferreira@tgf.ca  
Tel: 416-304-1616  
Fax: 416-304-1313

Lawyers for the Receiver,  
FTI Consulting Canada Inc.



| <b>Summary report:</b>   |           |
|--|-----------|
| <b>Litera Compare for Word 11.3.0.46 Document comparison done on<br/>2024-06-22 2:04:53 PM</b> |           |
| <b>Style name:</b> Default Style   |           |
| <b>Intelligent Table Comparison:</b> Active  |           |
| <b>Original DMS:</b> iw://tgf-mobility-ca.imanage.work/CLIENT/5898148/7                        |           |
| <b>Modified DMS:</b> iw://tgf-mobility-ca.imanage.work/CLIENT/5898148/8                        |           |
| <b>Changes:</b>  |           |
| <a href="#">Add</a>  | 31        |
| <del>Delete</del>  | 24        |
| <del>Move From</del>   | 0         |
| <a href="#">Move To</a>  | 0         |
| <a href="#">Table Insert</a>   | 0         |
| <del>Table Delete</del>  | 0         |
| <a href="#">Table moves to</a>   | 0         |
| <del>Table moves from</del>  | 0         |
| Embedded Graphics (Visio, ChemDraw, Images etc.)   | 0         |
| Embedded Excel   | 0         |
| Format changes   | 0         |
| <b>Total Changes:</b>  | <b>55</b> |