

amounts in excess of the Remaining Fees and Disbursements pursuant to a further Order of the Court.

CCAA Termination

9. Upon service by the Monitor of an executed certificate in substantially the form attached hereto as Schedule "A" (the "**Termination Certificate**") on the service list in these CCAA Proceedings certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA Proceedings have been completed, these CCAA Proceedings shall be terminated without any further act or formality (the "**CCAA Termination Time**"), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA Proceedings or any action or steps taken by any Person pursuant thereto.

10. The Monitor is hereby directed to file a copy of the Termination Certificate with the Court as soon as is practicable following the service thereof on the service list in these CCAA Proceedings.

11. The Charges shall be terminated, released and discharged as of the CCAA Termination Time without any further act or formality.

Discharge of the Monitor

12. Effective at the CCAA Termination Time, FTI shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, FTI shall have the authority to carry out, complete or address any matters in its role as Monitor, that is ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time, as may be required, including: (a) distributing to the Applicants' senior secured creditor any tax refunds (the "**Tax Refunds**") owing to Immunovaccine Technologies Inc. by Canada Revenue Agency upon receipt of same by the Monitor; and (b) executing and delivering such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Assets (as defined in the Agreement of Purchase and Sale, dated as of September 1, 2023 (the "**APA**"), between IMV Inc. and Immunovaccine Technologies Inc. as Vendors and Horizon Technology Finance Corporation, as Collateral Agent, as Purchaser), to the Purchaser and to carry out the intent of the APA (the "**Monitor Incidental**