

**SUPREME COURT OF NOVA SCOTIA**

**IN THE MATTER OF:**      **Application by IMV Inc., Immunovaccine Technologies Inc.  
and IMV USA Inc. (the “Applicants”), for relief under the  
*Companies’ Creditors Arrangement Act***

**AFFIDAVIT**

I, Brittany Davison, of the City of Halifax, in the Province of Nova Scotia, make oath and give evidence as follows:

1. This affidavit is made in support of an application by the Debtors / Applicants IMV Inc., Immunovaccine Technologies Inc. (“**IVT**”) and IMV USA Inc. (“**IMV USA**” and collectively with IMV Inc. and IVT, “**IMV**” or the “**Applicants**”) for an Approval and Vesting Order (the “**Approval and Vesting Order**”) and an Interim Distribution and WEPPA Order (the “**Interim Distribution and WEPPA Order**”) under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”), the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 (the “**WEPPA**”) and the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the “**WEPPA Regulations**”).
2. I am the Chief Accounting Officer of IMV Inc. and have held this position since September 15, 2022 and have been the acting Chief Financial Officer since March 31, 2022. Prior to that, I held the position of Senior Vice-President Finance since January 1, 2022 and have held various roles in finance at IMV since joining the company in February 2014. I am also Chief Accounting Officer of each of the other Applicants. As such, I have personal knowledge of the matters deposed to in this Affidavit. Where I have relied on other sources for information, I have specifically referred to such sources and believe them to be true. In preparing this Affidavit, I have consulted with legal, financial and other advisors to, as well as other members of the senior management team of, the Applicants. The Applicants do not waive or intend to waive any applicable privilege by any statement herein.
3. All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise noted, and do not represent amounts or measures prepared in accordance with GAAP.

4.	This Affidavit is organized in the following sections:	
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**I. Introduction**

5. On May 1, 2023, the Applicants obtained protection under the CCAA pursuant to an initial order (the “**Initial Order**”) of the Supreme Court of Nova Scotia (the “**Court**”). The Initial Order, among other things, appointed FTI Consulting Canada Inc. as monitor (the “**Monitor**”) of the Applicants in these proceedings (the “**CCAA Proceedings**”) and provided an initial stay of proceedings until and including May 5, 2023 (the “**Stay Period**”).
6. On May 5, 2023, the Court granted an Amended and Restated Initial Order (the “**ARIO**”), which, among other things, extended the Stay Period until and including July 17, 2023, and approved the implementation of a sale and investment solicitation process (the “**SISP**”) and the procedures of the SISP setting out the manner in which bids and proposals for a broad range of executable transactions in respect of the business and/or assets of the Applicants will be solicited from interested parties (the “**SISP Procedures**”).
7. On May 9, 2023, the Court granted a Claims Process Order, approving the procedure for the determination and adjudication of claims against the Applicants and their directors and officers (the “**Claims Process**”).

8. On July 17, 2023, the Court granted an Extension Order which, among other things, extended the Stay Period until and including August 18, 2023.
9. On August 17, 2023, the Court granted a Second Extension Order which, among other things, extended the Stay Period until and including September 29, 2023.
10. As described in greater detail below, pursuant to the motion returnable September 5, 2023 before the Court, the Applicants are seeking the issuance of:
  - (a) an Approval and Vesting Order, approving the transaction (the “**Proposed Transaction**”) contemplated by the Agreement of Purchase and Sale dated September 1, 2023, by and between Horizon Technology Finance Corporation (“**Horizon**”), as purchaser, and IMV Inc. and IVT, as vendors, for the sale of the Intellectual Property (as defined herein) (the “**Purchase Agreement**”); and
  - (b) an Interim Distribution and WEPPA Order (i) approving an interim distribution to the Secured Lenders (as defined hereinafter), (ii) declaring that pursuant to section 5(5) of the WEPPA, IMV Inc. and IVT meet the criteria established by section 3.2 of the WEPPA Regulations and (iii) approving the fees and disbursements of the Monitor and its legal counsel.

## **II. IMV’s Pre-Filing Restructuring Efforts**

11. In March 2023, following an unexpected decline in its share price and resulting difficulty raising funds through capital markets, IMV engaged Stonegate Healthcare Partners, L.L.C. (“**Stonegate**”) to explore strategic alternatives following a review of its business.
12. Stonegate prepared teaser materials, including a solicitation letter summarizing the acquisition and investment opportunity with respect to the business and/or assets of IMV (the “**Stonegate Teaser**”). The opportunities that were marketed by Stonegate did not contemplate expressly any acquisition or investment through an insolvency process.
13. In the context of the Stonegate process, Stonegate sent the Stonegate Teaser to approximately 880 potentially interested parties across 8 different target groups, including both strategic and financial targets, who conduct business in North America, Europe and, to a lesser extent, Asia. The Stonegate Teaser was modified slightly for each target group.

14. Stonegate canvassed the market by sending the Stonegate Teaser by email on three separate occasions and followed up by phone with the parties who expressed interest further to receiving the Stonegate Teaser and with other strategically selected targets.
15. IMV also reached out directly to parties that had previously expressed interest in IMV's DPX technology, to solicit them for pursuit of a strategic acquisition or merger.
16. Despite the significant efforts expended by IMV, with the assistance of Stonegate, to pursue a restructuring outside of formal insolvency proceedings, IMV was unable to secure the additional funding required or implement a transaction in the near term.

### III. The SISP<sup>1</sup>

#### A. Description of the SISP Procedures

17. As outlined in the various affidavits filed in the Court record in the context of the CCAA Proceedings, a successful restructuring of IMV was only possible with the implementation of one or more transaction(s) in respect of the business and/or assets of the Applicants. As a result, the outcome of the CCAA Proceedings hinged on the outcome of the SISP approved as part of the ARIO and which was implemented in the context of the CCAA Proceedings.
18. The SISP Procedures approved by this Court are described in Schedule C to the ARIO. Attached to my Affidavit as **Exhibit A** is a copy of the SISP Procedures.
19. The SISP Procedures set out the manner in which bids and proposals for a broad range of executable transactions in respect of the business and/or assets of IMV were to be solicited from interested parties, negotiated, and, as the case may be, selected for approval by the Court.
20. Since the approval of the SISP, the Monitor, with the assistance of its affiliate, FTI Capital Advisors, and with input from IMV, has been conducting the SISP in accordance with the SISP Procedures.

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<sup>1</sup> Capitalized terms used in this section and not otherwise defined in this Affidavit shall have the meanings ascribed to them in the SISP Procedures.

21. The following table describes the SISP Procedure milestones:

<b>Milestone</b>	<b>Deadline</b>
Solicitation of interest	At the latest by 5:00 pm (Halifax time) on May 15, 2023.
LOI Deadline	No later than 5:00 pm (Halifax Time) on June 19, 2023.
Identification of Qualified Bidders	Prior to June 30, 2023.
Bid Deadline	No later than 5:00 pm (Halifax Time) on July 10, 2023.
Assessment of Qualified Bids / Selection of Successful Bid	No specific deadline.
Auction	No specific deadline, optional. No Auction was conducted.

**B. Steps Undertaken in Accordance with the SISP Procedures**

22. The following steps were promptly taken after the approval of the SISP in connection with its implementation:

- (a) the Monitor, with the assistance of IMV, developed a list of known potential bidders and provided them with a summary (the “**Teaser**”) regarding the opportunity and outlining the process under the SISP and inviting them to participate in the SISP. I am informed that the Teaser was sent to 575 potential bidders;
- (b) I am informed that the Monitor arranged for the notice of the SISP to be published in The Globe and Mail (National Edition), La Presse+ and the Wall Street Journal;
- (c) I am informed that several interested potential bidders were provided with a confidential information package and access to a data room after executing a non-disclosure agreement.

23. As set out in the SISP, the bid deadline for non-binding Sale Proposal or Investment Proposal bids (“**LOI’s**”) was 5:00 pm (Halifax Time) on June 19, 2023. Multiple LOIs were received by this deadline (the “**LOI Deadline**”). The Monitor, in consultation with IMV, reviewed the LOIs received by the LOI Deadline and determined that multiple appropriate parties would proceed to the next phase and be invited to submit a Qualified Bid.

24. The Monitor and IMV, in consultation with Horizon, in its capacity as collateral agent (the “**Collateral Agent**”) for the Secured Lenders (as defined herein), made the determination as to which of the Prospective Bidders were Qualified Bidders and the Prospective Bidders were promptly informed of this determination.
25. In order to continue to participate in the SISP, a Qualified Bidder was required to deliver a Qualified Purchase Bid or Qualified Investment Bid to the Monitor by no later than 5:00 pm (Halifax Time) on July 10, 2023 (the “**Bid Deadline**”). The Monitor received two (2) bids in accordance with the SISP Procedures by the Bid Deadline. None of the bids received were for the operations as a going concern of IMV; they focused on IMV’s intellectual property and DPX platform.
26. The SISP Procedures provide that if no bid is received in the SISP that contemplates a purchase price sufficient to repay in cash all outstanding amounts owed to Horizon and Powerscourt Investments XXV LP (the “**Secured Lenders**”), the Secured Lenders shall be authorized to submit a Credit Bid under the SISP.
27. Further to the Bid Deadline, given that no bids were received which contemplated a purchase price sufficient to repay in cash all outstanding amounts owed to the Secured Lenders, the Collateral Agent informed the Monitor that it intended to submit a Credit Bid in accordance with the SISP Procedures subject to completing its due diligence.
28. On August 23, 2023, the Collateral Agent submitted a Credit Bid to the Monitor, which bid was determined to be the Successful Bid.

### **C. Description of the Proposed Transaction**

29. The terms of the Proposed Transaction are set out in the Purchase Agreement submitted by the Collateral Agent. Attached to my Affidavit as **Exhibit B** is a copy of the Purchase Agreement.
30. The Purchase Agreement provides in effect for the purchase, on an as is, where is basis, of IMV’s intellectual property portfolio (the “**Intellectual Property**”) relating to its vaccine platform technology includes 22 patent families containing 66 issued patents and 77 pending patent applications in 12 jurisdictions.

31. The key terms and conditions of the Proposed Transactions are summarized below:<sup>2</sup>

Key Terms	Purchase Agreement
Purchaser	Horizon, as Collateral Agent for the Secured Lenders.
Vendors	IMV Inc. and IVT
Purchased Assets	<p>All right, title and interest in and to the following rights, properties and assets which are used in, related to or otherwise associated with the Business:</p> <ul style="list-style-type: none"> <li>(i) the Intellectual Property;</li> <li>(ii) any Assumed Contracts; and</li> <li>(iii) the Books and Records.</li> </ul>
Excluded Assets	<p>All assets, properties and undertakings of the Vendors other than the Purchased Assets, including, for greater certainty:</p> <ul style="list-style-type: none"> <li>(i) any Cash and Cash Equivalents;</li> <li>(ii) any contracts, agreements or licenses other than the Assumed Contracts;</li> <li>(iii) any employment agreements and any employee benefit plans for any employees;</li> <li>(iv) any leases, including any leases to the Premises; and</li> <li>(v) any equipment, furniture or fixtures.</li> </ul>
Purchase Price	<p>The purchase price payable by the Purchaser, on behalf of the Secured Lenders, to the Vendors for the Purchased Assets will be US\$15,000,000.</p> <p>The Purchase Price is to be paid and satisfied by release of a portion of the Secured Debt, on a ratable basis among the Secured Lenders, in the amount of the Purchase Price.</p>
Transaction Structure	Traditional vesting structure.
Target Closing Date	September 20, 2023, or such earlier or later date mutually agreed upon by the parties in writing.
Key Conditions to Closing	<ul style="list-style-type: none"> <li>• An order will have been made by the CCAA Court on or before September 5, 2023 or such later date as may be agreed to by the parties approving the Purchase Agreement and the Proposed Transaction, substantially in the form of the Approval and Vesting Order.</li> <li>• An order will have been made by the US Court in the Chapter 15 Proceedings within fourteen (14) days of the CCAA Court Approval Date in a form acceptable to the Vendors and the Purchaser, recognizing the Approval and Vesting Order.</li> </ul>

<sup>2</sup> All capitalized terms used in this paragraph defined in this Affidavit shall have the meanings ascribed to them in the Purchase Agreement or in this Affidavit.

#### IV. Relief Sought

##### A. The Approval of the Proposed Transaction

32. I am informed by the Monitor that, further to the bid deadline, one of the two initial bidders rescinded its bid. I am also informed by the Monitor that the other bid provided for a *de minimis* upfront cash consideration and that the balance of the consideration was dependent on the achievement of various milestones, the achievement of which was uncertain, and therefore provided for a high level of uncertainty in the recovery for IMV's stakeholders.
33. The Proposed Transaction, which is in the form of a credit bid, and presented by Horizon in accordance with the SISP Procedures is the only bid which provides a guaranteed recovery for IMV's stakeholders insofar it would result in the Secured Lenders releasing a portion of the Secured Debt.
34. Further, I am informed by the Monitor and reasonably believe that the consideration to be received for the Intellectual Property pursuant to the Proposed Transaction is reasonable and fair taking into account the other bids received in the context of the SISP and the broad canvassing of potentially interested parties during the SISP.
35. I reasonably believe that, under the present circumstances, the Proposed Transaction represents the best alternative available for IMV's stakeholders resulting from a SISP which was conducted in a fair and reasonable manner and thoroughly canvassed the market for available options.

##### B. The Interim Distribution to the Secured Lenders

36. IMV is party to a Venture Loan and Security Agreement dated as of December 17, 2021, entered into among IMV Inc., IVT and IMV USA, as borrowers, and the Secured Lenders. (the "**Venture Loan Agreement**").
37. As at August 30, 2023, IMV is indebted towards the Secured Lenders in the approximate amount of US\$27,005,157, which amount remains to be adjusted in fees, premiums, final payments, and expenses (the "**Secured Debt**").



38. The Secured Debt and the obligations of IMV under the Venture Loan Agreement are secured by a priority security interest (the “**Security**”) in all assets of IMV, excluding the Intellectual Property, but including all accounts and proceeds of Intellectual Property. Attached to my Affidavit as **Exhibit C** is a copy of the financing statements filed by the Secured Lenders at the Personal Property Securities Register of Nova Scotia and of the certified extract of the Register of personal and Movable Real Rights.
39. I am informed by the Monitor, and believe it to be true, that the Monitor has obtained an independent security opinion confirming the validity and enforceability of the Security.
40. IMV currently has an amount of approximately \$5.6 million in available cash. IMV expects that it may require an amount of up to \$3.6 million in order to complete the wind-down of its business operations and complete these CCAA Proceeding.
41. Pursuant to the Interim Distribution and WEPPA Order, IMV requests this Court’s approval of an interim distribution to the Secured Lenders in the amount of \$2 million (the “**Interim Distribution**”), representing the current cash available to IMV less the amounts potentially required by IMV to complete the CCAA Proceedings and a provision for any unexpected expenses as well as to cover the CCAA charges.
42. I am informed that the Monitor is supportive of the proposed Interim Distribution.
43. Furthermore, I am informed by the Monitor that the Interim Distribution was requested by the Secured Lender. I reasonably believe that the Interim Distribution will not negatively affect the completion of the CCAA Proceedings, will limit the accrual of additional fees and interest and is therefore reasonable in the circumstances.

### **C. The WEPPA Relief**

44. I am informed by legal counsel to IMV that recent amendments to the WEPPA and the WEPPA Regulations have given the Court discretion, under section 5(5) of the WEPPA and 3.2 of the WEPPA Regulations to, in proceedings under the CCAA, order that a former employer meets the criteria prescribed by regulation where the former employer is the employer of all whose employees in Canada have been terminated other than any retained to wind-down business operations.
45. At the outset of these CCAA Proceedings, IMV employed a total of 58 employees, 48 of which were employed by IVT and located in Canada.

46. Since the issuance of the Initial Order on May 1, 2023, IMV has terminated the employment of 50 employees on the following dates:
- (a) termination of the employment of 30 employees on May 1, 2023;
  - (b) termination of the employment of 8 employees on July 31, 2023 and IMV's Chief Scientific Officer effective August 1, 2023;
  - (c) termination of the employment of six (6) employees on August 4, 2023;
  - (d) termination of the employment of three (3) employees on August 11, 2023; and
  - (e) termination of the employment of one (1) employee and IMV's Chief Executive Officer effective on August 18, 2023.
47. Further, one (1) employee resigned on May 4, 2023.
48. As of the date of this Affidavit, IMV currently employs a total of seven (7) employees, all of which are employed by IVT, and the termination employment of three (3) employees will be effective on the date of this Affidavit.
49. It is expected that, at the time of the presentation of the Applicants' motion, all of IMV's employees, other than those necessary to complete the wind-down of its operations, will have been terminated.
50. Notwithstanding the foregoing, I understand that as of the date of this Affidavit that discussions with WEPPA representatives at Service Canada in respect of the relief being sought are ongoing.

**D. The Approval of the Monitor's Fees and Activities**

51. Pursuant to the Interim Distribution and WEPPA Order, IMV requests this Court's approval of the fees and activities of the Monitor and its counsel as detailed in the Fourth Report.
52. I believe that the fees and activities of the Monitor and its counsel are comparable to the hourly rates charged by other firms of comparable size and expertise for the provision of similar services regarding significant and complex commercial restructuring matters and are therefore reasonable in the circumstances.

**V. Conclusion**

53. Since the granting of the Initial Order, I believe that IMV has acted and continues to act in good faith and with due diligence to, among other things, stabilize its business, implement the Claims Process, assist the Monitor in the conduct of the SISP and secure a transaction, each in an effort to maximize value for its stakeholders.

54. I believe that the relief sought and described herein is in the best interest of IMV and its stakeholders. Further I understand that the Monitor is supportive of the relief described herein.

55. I swear this affidavit in support of the request of the Applicants for the issuance of and Approval and Vesting Order and an Interim Distribution and WEPPA Order and for no other purpose.

Sworn to before me at Montréal, Province of Québec on the 1<sup>st</sup> day of September, 2023  
  
*Malasha Stewart # 223176*  
  
A commissioner for taking affidavits in the Province of Quebec and outside of Québec



Brittany Davison, Chief Accounting Officer

## INDEX

<b>Tab</b>	<b>Exhibit</b>
<b>A</b>	SISP Procedures
<b>B</b>	Purchase Agreement
<b>C</b>	Financing statements filed by the Secured Lenders at the Personal Property Securities Register of Nova Scotia and of the certified extract of the Register of personal and Movable Real Rights.

**2023**

**Hfx No.**

This is **Exhibit "A"** to the affidavit of Brittany Davison, sworn to before me at Montréal, Province of Québec, this 1<sup>st</sup> day of September, 2023

*Malasha Stewart # 223176*

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A commissioner for taking affidavits in the Province of Quebec and outside of Québec

**PROCEDURES OF THE  
SALE AND INVESTMENT SOLICITATION PROCESS  
IMV INC. ET AL**

**Recitals**

- A. On May 1<sup>st</sup>, 2023, IMV Inc., Immunovaccine Technologies Inc. and IMV USA Inc. (collectively, “**IMV**”) obtained protection from their creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the “**CCAA**”) pursuant to the provisions of an order (as amended and restated on May 5, 2023, and as it may be further amended, restated or supplemented from time to time, the “**Initial Order**”) of the Nova Scotia Supreme Court (the “**Court**”).
- B. Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed by the Court as monitor (in its capacity as monitor and not in its personal capacity, the “**Monitor**”) of IMV to the proceedings under the CCAA commenced by the Initial Order, in Court file Hfx No. 523334 (the “**CCAA Proceedings**”).
- C. Pursuant to paragraphs [45] to [47] of the Amended and Restated Initial Order dated May 5, 2023 (as it may be amended, restated or supplemented from time to time, the “**SISP Approval Order**”), the Court approved a sale and investment solicitation process to be conducted in respect of the business and/or assets of IMV (the “**SISP**”), in accordance with the procedures, terms and conditions set out herein (the “**SISP Procedures**”).
- D. The SISP Procedures sets out the manner in which (i) bids and proposals for a broad range of executable transaction alternatives (including, without limitation, a sale of assets and/or shares, restructuring, recapitalization and/or refinancing) involving the business of IMV, as more particularly described in the Teaser Letter (the “**Business**”), and the property, assets and undertaking of IMV (the “**Property**”), whether *en bloc* or any portion(s) thereof, will be solicited from interested parties, (ii) any bids received will be negotiated, (iii) any Successful Bid(s) will be selected and, (iv) the Court’s approval of any Successful Bid(s) will be sought.
- E. An investment in the Business may involve, among other things, a restructuring, recapitalization, or other form of reorganization of the business and affairs of the Business or any part thereof, and such investment may be consummated pursuant to a plan of compromise or arrangement (a “**Plan**”), a reverse vesting order, an arrangement pursuant to the *Canada Business Corporations Act*, R.S.C., 1985, c. C-44 (respectively an “**Arrangement**” and the “**CBCA**”) or otherwise.
- F. The SISP Approval Order, the SISP Procedures, and any other orders of the Court made in the CCAA Proceedings relating to the SISP shall exclusively govern the process for soliciting and selecting bids for the sale of the Property or investment in the Business pursuant to a broad range of executable transaction alternatives.
- G. Unless otherwise stated or unless the subject matter or context otherwise requires, the capitalized terms used in the SISP Procedure have the meaning ascribed to them at **Schedule A** hereof.

## Section 1. Conduct of the SISP

- 1.1 Before the SISP is launched and before any documentation is used in the context of the SISP, the Monitor will provide IMV and the Lenders' Agent with copies of the documents which will be used, including the Teaser Letter, the Contact List, the Confidentiality Agreement etc., the whole for comments and approval by IMV and the Lenders' Agent.
- 1.2 The SISP will be carried out by the Monitor with the assistance of Stonegate, as the case may be, and in consultation with IMV and the Lenders' Agent. Unless otherwise provided for herein, and in accordance with the SISP Approval Order, the Monitor is fully and exclusively authorized, empowered and directed to take any and all actions and steps pursuant to the SISP, subject to the terms and conditions contained herein.
- 1.3 The Monitor, with the assistance of Stonegate and IMV, shall be responsible for contacting Prospective Bidders, communicating with Prospective Bidders and Bidders, negotiating with Bidders, providing them with the Teaser Letter, coordinating the execution of any Confidentiality Agreements executed by a Prospective Bidder pursuant to the SISP, managing the process of answering all reasonable inquiries from Prospective Bidders and Bidders and arranging for visits, when applicable, by Bidders.
- 1.4 The Monitor, in consultation with IMV and the Lenders' Agent, shall review and assess LOIs and Bids.
- 1.5 At any time during the SISP, the Monitor may consult with IMV, the Lenders' Agent and such parties as it considers appropriate in respect of the conduct of the SISP.
- 1.6 After the issuance of the SISP Approval Order, the Monitor may at any time and from time to time and in consultation with IMV and with the consent of the Lenders' Agent, modify, amend, vary or supplement the SISP or the SISP Procedures, without the need for obtaining an order of the Court or providing notice to any Bidders, provided that the Monitor determines that such modification, amendment, variation or supplement would not be materially prejudicial to the interests of the Prospective Bidders and Bidders and is necessary or useful in order to give effect to the substance of the SISP, the SISP Procedures or the SISP Approval Order. The Monitor shall post on the Monitor's Website, as soon as possible, any such modification, amendment, variation or supplement to the SISP Procedures and inform Prospective Bidders and Bidders reasonably impacted by any such modification, amendment, variation or supplement to the SISP Procedures.
- 1.7 The Monitor, may, at any time and on notice to the service list in the CCAA Proceedings as posted on the Monitor's website, as it may be updated from time to time (the "**Service List**"), apply to the Court for directions in connection with the implementation of the SISP or the SISP Procedures.
- 1.8 The implementation of the SISP by the Monitor shall commence at the Commencement Date. In the event that the Monitor, in consultation with IMV and the Lenders' Agent, considers it necessary or appropriate to postpone the Commencement Date, it shall select a new Commencement Date to be published on the Monitor's website and notified forthwith to the Service List.

## Section 2. Sale or Investment Opportunities

- 2.1 Qualified Bidders will have the opportunity to submit a bid consisting in either a Sale Proposal or an Investment Proposal. Sale Proposals and Investment Proposals may be in respect of only some of the Property and any such proposal will not be precluded from consideration as an acceptable Bid.
- 2.1 In the event of a Sale Proposal for any or all of the Property, all of IMV's relevant right, title and interest in and to the Property may be acquired pursuant to an approval and vesting order of the Court, including pursuant to a reverse vesting order, free and clear of all pledges, liens, security interests, charges, options, hypothecs, mortgages and interest thereon, except to the extent otherwise set forth in a definitive purchase agreement executed with a Successful Bidder.
- 2.2 In the event of an Investment Proposal for any or all of the Business, same can be implemented by way of a combined Plan and Arrangement.

## Section 3. "As is, Where Is"

- 3.1 Any Sale Proposal or Investment Proposal (either being a "**Proposal**") shall be made on an "as is, where is" basis, without surviving representations or warranties of any kind or nature.
- 3.2 IMV and the Monitor are not responsible for, and will have no liability with respect to, any information obtained by any Prospective Bidder or Bidder in connection with the Business or Property. IMV, the Monitor and their advisors, as applicable, do not make any representations or warranties whatsoever as to the information or the materials provided through the due diligence process or otherwise made available to any Prospective Bidder and Bidder including any information contained in the Teaser Letter or Data Room.

## Section 4. Solicitation of Interest

- 4.1 The Monitor will by no later than **5:00 p.m. (Halifax Time) on May 15, 2023**, or such later date or time as the Monitor, in accordance with the SISP Procedures, may determine appropriate (the "**Commencement Date**"):
- (a) compile a listing (the "**Contact List**") of prospective purchasers and investors (collectively, "**Prospective Bidders**"). The Monitor will use all reasonable commercial efforts to contact all parties identified in the Contact List as well as any additional parties identified as prospective purchasers or investors;
  - (b) post of a copy of the SISP Approval Order and the SISP Procedures on the Monitor's website;
  - (c) determine the appropriate advertising to be directed at Prospective Bidders, which may include newspaper, trade publication, internet or other advertising;
  - (d) send to each Prospective Bidder teaser materials, including a solicitation letter summarizing the acquisition and investment opportunity with respect to the Business and Property (the "**Teaser Letter**");



- (e) set up and update an electronic data room with confidential information in respect of the Business and Property (the "**Data Room**");
  - (f) send to each Prospective Bidder upon request a form of Confidentiality Agreement and written acknowledgement of receipt of the SISP Procedures wherein such Prospective Bidder agrees to accept and be bound by the provisions of the SISP Procedures (the "**Written Acknowledgement**"). The Prospective Bidders will be required, among other things, to sign a Confidentiality Agreement in order to gain access to confidential information (including access to the Data Room). For greater certainty, only Prospective Bidders who submit an executed Confidentiality Agreement and Written Acknowledgement shall have access to the Data Room and other confidential information and management presentations, if available;
  - (g) give access to the Data Room and coordinate the communication of information to each Prospective Bidder who has executed a Confidentiality Agreement and provided the Written Acknowledgement; and
  - (h) prepare the form of a template asset purchase agreement (the "**Template APA**") to be used by Prospective Bidders to submit a Sale Proposal and post same in the Data Room.
- 4.2 The Monitor, in consultation with IMV and the Lenders' Agent, reserves the right to limit any Prospective Bidder's or Bidder's access to any confidential information (including any information in the Data Room) and to customers and suppliers of IMV, where, in the Monitor's sole discretion, such access could negatively impact the SISP, the ability to maintain the confidentiality of the confidential information, the Business or the value of the Property.
- 4.3 Any and all requests for additional information are to be made to the Monitor and IMV.

#### **Section 5. Submission of Non-Binding Letters of Intent & Other Participation Requirements**

- 5.1 Unless otherwise provided for herein, ordered by the Court or agreed to by the Monitor, in order to participate in the SISP and be considered for qualification as a Qualified Bidder, a Prospective Bidder must deliver to the Monitor, so as to be received by the Monitor no later than **5:00 p.m. (Halifax Time) on June 19, 2023**, or such later date or time as the Monitor, in consultation with IMV and approved by the Lenders' Agent and in accordance with the SISP Procedures, may determine appropriate (the "**LOI Deadline**") the following:
- (a) an executed Confidentiality Agreement, which shall inure to the benefit of any purchaser of any part of the Property or any investor in IMV;
  - (b) an executed Written Acknowledgement;
  - (c) a non-binding letter of intent (a "**LOI**") which specifies whether the Prospective Bidder anticipates submitting a Sale Proposal or an Investment Proposal, and which complies with the requirements of paragraph 5.2 and 5.3 or 5.4 below, as applicable; and

- (d) a letter setting forth the identity of the Prospective Bidder, the contact information for such Prospective Bidder, and the contact information for any business, financial or legal advisors retained or to be retained in connection with the contemplated transaction, and full disclosure of the direct and indirect owners of the Prospective Bidder and their principals, and a description of the Prospective Bidder's plans regarding the business of IMV.

5.2 An LOI in respect of a Sale Proposal or an Investment Proposal must include:

- (a) an acknowledgment that the Sale Proposal will be made on an "as is, where is" basis;
- (b) a detailed description of any remaining due diligence required by the Prospective Bidder to be completed before seeking to make a Qualified Bid and an estimated timeline for the completion of such due diligence (including with respect to any environmental due diligence);
- (c) any anticipated regulatory and other approvals required to close the proposed transaction and the anticipated time frame and any anticipated impediments for obtaining any such approvals;
- (d) all material conditions to closing that the Prospective Bidder may wish to impose, including any financing condition;
- (e) confirmation that the Prospective Bidder will be responsible for its own costs incurred in connection with its investigation of IMV and any transaction, including those of its advisors, attorneys, and agents;
- (f) the proposed target closing date and a timeline to closing with critical milestones;
- (g) an indication as to whether the Prospective Bidder is intending to effect the Sale Proposal through a special purpose vehicle;
- (h) any other terms and conditions which the Prospective Bidder believes are material to the transaction;
- (i) that the LOI is governed by the laws of the Province of Nova Scotia and the laws of Canada applicable therein; and
- (j) such other information reasonably requested by the Monitor.

5.3 In addition to the requirements set out in paragraph 5.2 hereof, an LOI in respect of a Sale Proposal must include:

- (a) a detailed listing and description of the Property to be included in the Sale Proposal and a detailed listing of the Property to be excluded from the Sale Proposal;
- (b) the low and high range of the proposed purchase price for such Sale Proposal, the proposed allocation of purchase price among the applicable Property and an explanation of what contingencies and variables may influence the range in which the final purchase price will fall;

- (c) details as to the form of consideration for the Sale Proposal;
  - (d) a list of the key material contracts and leases, if any, the Prospective Bidder wishes to acquire and the Prospective Bidder's proposed treatment of any related "cure costs";
  - (e) the structure and financing of the transaction, including a sources and uses analysis; and
  - (f) a description of any liabilities to be assumed by the Prospective Bidder and the Prospective Bidder's estimated value of such assumed liabilities.
- 5.4 In addition to the requirements set out in paragraph 5.2 hereof, an LOI in respect of an Investment Proposal must include:
- (g) a description of the structure of the Investment Proposal;
  - (h) a description of the type and amount of consideration, including equity, if any, to be allocated to secured creditors, unsecured creditors and shareholders of IMV;
  - (i) the proposed treatment of IMV's stakeholders;
  - (j) the structure and financing of the transaction, including a sources and uses analysis; and
  - (k) a description of any liabilities to be assumed by the Prospective Bidder and the Prospective Bidder's estimated value of such assumed liabilities.
- 5.5 For greater certainty, the Monitor shall be entitled, either prior to or following the LOI Deadline, to seek to clarify the terms of an LOI or with respect to any of the other requirements of paragraphs 5.1, 5.2 and 5.3 or 5.4 above, and the Monitor may accept a revised and/or clarified LOI, provided that the initial LOI was received prior to the LOI Deadline. The Monitor may grant extensions to the LOI Deadline with respect to the Business or Property.
- 5.6 The Monitor, after consulting IMV and with the approval of the Lenders' Agent, may waive compliance with any one or more of the requirements specified in paragraphs 5.1, 5.2 and 5.3 or 5.4 and deem any non-compliant LOI to be a qualifying LOI.

## **Section 6. Identification of Qualified Bidders**

- 6.1 The Monitor and IMV, in consultation with the Lenders' Agent, shall review and consider each LOI and the other materials submitted by a Prospective Bidder pursuant to paragraph 5.1 and if (a) the LOI meets requirements specified in paragraphs 5.1, 5.2 and 5.3 or 5.4, (b) it is determined that it will be in the best interests of IMV and its stakeholders to permit the Prospective Bidder to continue to participate in the SISF based upon the terms set out in the applicable LOI and (c) such Prospective Bidder's financial information and credit support or enhancement demonstrate to the satisfaction of the Monitor the capability of such Prospective Bidder to consummate a transaction and that such Prospective Bidder is likely (based on availability of financing, experience and other considerations) to consummate either a Sale Proposal or an Investment Proposal, such Prospective Bidder

shall be a **"Qualified Bidder"**. For greater certainty, an LOI may be in respect of only a part or parts of the Business or Property.

- 6.2 The determination by IMV and the Monitor as to whether a Prospective Bidder is a Qualified Bidder will be made as promptly as practicable in consultation with the Lenders' Agent after such Prospective Bidder has satisfied the requirements described in paragraph 5.1, 5.2 and 5.3 or 5.4, as applicable, (subject to any waiver thereof under paragraph 5.6), and any clarification that may be sought by the Monitor pursuant to paragraph 5.6 and in any event prior to **June 30, 2023** (the **"Qualification Deadline"**). If it is determined that a Prospective Bidder is a Qualified Bidder, the Monitor will promptly notify the Prospective Bidder that it is a Qualified Bidder.
- 6.3 If at any point before or after the LOI Deadline, IMV and the Monitor, in consultation with the Lenders' Agent, determines that there are or will be no Qualified Bidders with respect to the Business or Property, or that it will not be in the best interests of IMV to continue with the SISP with respect to all or any of the Business or Property, IMV as soon as reasonably practicable file a motion with the Court on notice to the Service List for advice and directions with respect to the modification, suspension or termination of the SISP in respect of the Business or Property.

#### **Section 7. Due diligence**

- 7.1 Each Qualified Bidder shall have such access to due diligence materials and information relating to the Business and Property, and the debt and equity interests in IMV, as the Monitor, in consultation with IMV, deems appropriate. At the request of a Qualified Bidder, such confidential due diligence information shall also be provided to a proposed lender of such Qualified Bidder that is reasonably acceptable to the Monitor, with the consent of IMV.
- 7.2 At the discretion of the Monitor, in consultation with IMV, due diligence access may include presentations (as may be scheduled by the Monitor), access to physical and secure online electronic data rooms, on-site inspections and such other matters as a Qualified Bidder may reasonably request and as to which the Monitor, in its reasonable business judgment deems appropriate. The Monitor shall not be obligated to furnish any due diligence materials or information after the Bid Deadline.
- 7.3 Unless otherwise agreed in writing by the Monitor, with the consent of IMV, no Prospective Bidder or Bidder shall be permitted to have any discussions with any counterparty to any contract with IMV or with any regulatory authority responsible for IMV or any other Prospective Bidder or Bidder in connection with any bid submitted in accordance with the terms hereof or in contemplation thereof.

#### **Section 8. Submission of Qualified Bids**

- 8.1 In order to continue to participate in the SISP, a Qualified Bidder must deliver a Qualified Purchase Bid or Qualified Investment Bid to the Monitor and such bids must be received by the Monitor by no later than **5:00 p.m. (Halifax Time)** on **July 10, 2023**, or at such later date or time as the Monitor, in consultation with IMV and approved by the Lenders' Agent and in accordance with the SISP Procedures, may determine appropriate (the **"Bid Deadline"**).

- 8.2 A Sale Proposal submitted by a Qualified Bidder will be considered a “**Qualified Purchase Bid**” only if the Sale Proposal complies with all of the following:
- (a) it includes a letter stating that the Sale Proposal is irrevocable until 45 Business Days following the Bid Deadline; provided, however, that if such Sale Proposal is selected as the Successful Bid or the Backup Bid, it shall remain irrevocable until the closing of the Successful Bid or the Backup Bid, as the case may be;
  - (b) it includes a duly authorized and executed purchase and sale agreement, together with a mark up outlining and highlighting all proposed changes from the Template APA, specifying the purchase price, expressed in Canadian dollars, including the cash component thereof and/or the liabilities to be assumed by the Bidder (or the combination of both - the "**Purchase Price**"), together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such ancillary agreements) and such ancillary agreements;
  - (c) it contains a detailed listing and description of the Property to be included in the Sale Proposal or a detailed listing of the Property to be excluded from the Sale Proposal, as well as the value and breakdown of the allocation of the Purchase Price;
  - (d) it does not include any request or entitlement to any break-fee, expense reimbursement or similar type of payment. Further, by submitting a Sale Proposal, a Qualified Bidder shall be deemed to waive its right to pursue a substantial contribution claim in any way related to the submissions of its Sale Proposal or the SISP;
  - (e) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor in its sole discretion, to allow the Monitor to make a reasonable determination as to the Qualified Bidder's financial, technical, operational and other capabilities to consummate the transaction contemplated by the Sale Proposal and operate IMV 's operations;
  - (f) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgement and representation that the Qualified Bidder has had an opportunity to conduct any and all required due diligence prior to making its Sale Proposal;
  - (g) it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the Sale Proposal, including the identification of the Qualified Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
  - (h) it includes an acknowledgement and representation that the Qualified Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be

assumed in making its Sale Proposal; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, including by IMV or the Monitor, except as expressly stated in the purchase and sale agreement submitted by it; (iii) is a sophisticated party capable of making its own assessments in respect of making its Sale Proposal; and (iv) has had the benefit of independent legal advice in connection with its Sale Proposal;

- (i) it includes a waiver of all claims against IMV, its officers, directors or employees, the Monitor, or its advisors in respect of any present, past and future activities of IMV, or any use or durability of IMV's assets, their quality, value, or sustainability;
- (j) it includes evidence, in form and substance reasonably satisfactory to the Monitor of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Sale Proposal;
- (k) except in the case of a Credit Bid, it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of **FTI Consulting Canada Inc. in trust**, in an amount equal to **10%** of the proposed gross purchase price, to be held and dealt with in accordance with the SISP Procedures;
- (l) it contains full details of the proposed number of employees of IMV who will become employees of the Qualified Bidder and the proposed terms and conditions of employment to be offered to those employees;
- (m) it includes an acknowledgement and representation that the Qualified Bidder will assume the obligations of IMV under executory contracts, unexpired leases, and licences proposed to be assigned (or identifies clearly the particular contracts, leases, and licenses of IMV, as applicable, that the Qualified Bidder wishes not to assume, or alternatively wishes to assume), contains full details of the Qualified Bidder's proposal for the treatment of related cure costs; and which the assumption of which is a condition of closing;
- (n) to the extent not addressed elsewhere, it includes the proposed treatment of stakeholders;
- (o) it provides for closing of the Qualified Purchase Bid by no later than July 28, 2023, or such later date or time as the Monitor, in accordance with the SISP Procedures, may determine appropriate (the "**Target Closing Date**");
- (p) if the Qualified Bidder is an entity newly formed for the purpose of the transaction, the bid shall contain an equity or debt commitment letter from the parent entity or sponsor, which is satisfactory to the Monitor that names IMV as a third-party beneficiary of any such commitment letter with recourse by IMV and the Monitor against such parent entity or sponsor;

- (q) it includes evidence, in form and substance reasonably satisfactory to the Monitor of compliance or anticipated compliance with any and all applicable regulatory approvals (including, if applicable, anti-trust regulatory approval), the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals;
- (r) it contains other information reasonably requested by the Monitor and IMV;
- (s) it is governed by the laws of the Province of Nova Scotia and the laws of Canada applicable therein; and
- (t) it is received by no later than the Bid Deadline.

8.3 An Investment Proposal submitted by a Qualified Bidder will be considered a "**Qualified Investment Bid**" only if the Investment Proposal complies with all of the following:

- (a) it includes a letter stating that the Investment Proposal is irrevocable for a period of 45 Business Days following the Bid Deadline; provided, however, that if such Investment Proposal is selected as the Successful Bid or the Backup Bid, it shall remain irrevocable until the earlier of (i) the closing of the Successful Bid or the Backup Bid, as the case may be, and (ii) the outside date stipulated in the Successful Bid or the Backup Bid, as applicable;
- (b) it includes duly authorized and executed binding definitive documentation setting out the terms and conditions of the proposed transaction, including the aggregate amount of the proposed equity and/or debt investment and details regarding the proposed equity and/or debt structure of IMV, if applicable, following completion of the proposed transaction (a "**Definitive Investment Agreement**");
- (c) it includes a description of the type and amount of consideration, including equity, if any, to be allocated to secured creditors, unsecured creditors and shareholders of IMV;
- (d) it does not include a request or entitlement to a break-fee, expense reimbursement or any other similar type of payment. Further, by submitting an Investment Proposal, the Qualified Bidder shall be deemed to waive its right to pursue a substantial contribution claim in any way related to the submission of its Investment Proposal or the SISP;
- (e) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor in its sole discretion, to allow the Monitor to make a reasonable determination as to the Qualified Bidder's financial, technical, operational and other capabilities to consummate the transaction contemplated by the Investment Proposal and operate IMV's operations;
- (f) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgement and representation that the Qualified Bidder has had an

opportunity to conduct any and all required due diligence prior to making its Investment Proposal;

- (g) it fully discloses the identity of each entity that is bidding or that is sponsoring or participating in the Investment Proposal, including the identification of the Qualified Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
- (h) it includes an acknowledgement and representation that the Qualified Bidder:
  - (i) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its Investment Proposal; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of IMV or the completeness of any information provided in connection therewith, including by IMV and the Monitor, except as expressly stated in the Definitive Investment Agreement; (iii) is a sophisticated party capable of making its own assessments in respect of making its Investment Proposal; and (iv) has had the benefit of independent legal advice in connection with its Investment Proposal;
- (i) it includes a waiver of all claims against IMV, its officers, directors or employees and the Monitor, and its advisors in respect of any present, past and future activities of IMV, or any use or durability of IMV's assets, their quality, value, or sustainability;
- (j) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Investment Proposal;
- (k) it is accompanied by a Deposit in the form of a wire transfer (to a trust account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of **FTI Consulting Canada Inc.**, in trust, in an amount equal to **10%** of the total proposed investment, to be held and dealt with in accordance with the SISP Procedures;
- (l) it provides for closing of the Qualified Investment Bid by no later than the Target Closing Date;
- (m) if the Qualified Bidder is an entity newly formed for the purpose of the transaction, the Investment Proposal shall contain an equity or debt commitment letter from the parent entity or sponsor, and satisfactory to the Monitor, that names IMV as a third-party beneficiary of any such commitment letter with recourse by IMV and the Monitor against such parent entity or sponsor;
- (n) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of compliance or anticipated compliance with any and all applicable regulatory approvals (including, if applicable, anti-trust regulatory approval), the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals;



- (o) it contains other information reasonably requested by the Monitor;
- (p) it is governed by the laws of the Province of Nova Scotia and the laws of Canada applicable therein; and
- (q) it is received by no later than the Bid Deadline.

8.4 For greater certainty, Sale Proposals and Investment Proposals may be in respect of only a part or parts of the Business or Property and such proposal shall constitute a "**Qualified Portion Bid**" if it satisfies the requirements in paragraph 8.2 or 8.3 hereof, as applicable, in respect of the Business or Property subject to such proposal, and in such case, such bidder shall constitute a "**Qualified Portion Bidder**". Each Qualified Portion Bid shall be deemed to be a Qualified Bid, and each Qualified Portion Bidder shall be deemed to be a Qualified Bidder, for all purposes of the SISP.

### **Section 9. Credit Bid**

- 9.1 The Secured Lenders may use their secured debt as consideration for a Proposal in respect of any portion of the Business and/or Property subject to that Proposal.
- 9.2 In the event that no LOI is received that contemplates a purchase price which is sufficient to repay in cash all outstanding amounts owing to the Secured Lenders, the Secured Lenders shall be authorized to submit a Credit Bid under the SISP up to the value of the Secured Lenders' collateral and, in such case, and subject to a re-view of the validity and enforceability of the Secured Lenders' security. For the purpose of this Section 9, the Secured Lenders will be deemed Qualified Bidders and such Credit Bid shall be deemed a Qualified Bid. The Secured Lenders reserve the right to submit a Credit Bid in the event that the SISP is terminated or otherwise fails to result in a Qualified Bid.
- 9.3 In the event that a Secured Lender, or any of their affiliates, notifies the Monitor and IMV, in writing, of their intention to make a Credit Bid, the Lenders' Agent shall not benefit from the consultation and approval rights set out hereunder.

### **Section 10. Qualified Bid**

- 10.1 Qualified Purchase Bids and Qualified Investment Bids shall hereinafter be referred to as "**Qualified Bids**" and each a "**Qualified Bid**" and each bidder who has submitted a Qualified Bid shall hereinafter be referred to as a "**Authorized Bidder**".
- 10.2 Notwithstanding paragraph 8.2 and paragraph 8.3 the Monitor, in consultation with IMV and the approval of the Lenders' Agent, may waive compliance with any one or more of the Qualified Bid requirements specified herein, and deem such non-compliant bids to be Qualified Purchase Bids or Qualified Investment Bids, as the case may be.

### **Section 11. Assessment of Qualified Bids**

- 11.1 The Monitor and IMV, in consultation with the Lenders' Agent, will review and assess the Qualified Bids in respect of a Sale Proposal, and in making such assessment will consider, among other things, the following (the "**Sale Proposal Bid Criteria**"):

- (a) the purchase price and net value (including all assumed liabilities and other obligations to be performed by the Qualified Bidder) provided by such Qualified Bid and the proposed allocation of the purchase price among the applicable Property;
- (b) the firm, irrevocable commitment for financing the transaction or other evidence of ability to consummate the Sale Proposal;
- (c) the claims, if any, likely to be created against IMV by the transaction contemplated by the Sale Proposal, relative to alternatives available to IMV ;
- (d) the nature and amount of debt and other liabilities to be assumed or acquired by the Qualified Bidder;
- (e) the counterparties to the Sale Proposal;
- (f) the proposed revisions to the Template APA and the terms of the proposed sale transaction documents;
- (g) the assets included in or excluded from the Sale Proposal and the transaction costs and risks associated with closing multiple transactions versus a single sale transaction for all or substantially all of the Property;
- (h) any transition services required from IMV post-closing and any related restructuring costs;
- (i) the planned treatment of stakeholders; and
- (j) other factors affecting the speed, certainty and value of the Sale Proposal (including any regulatory approvals and other conditions required to close the Sale Proposal by the applicable Target Closing Date), including the likelihood of closing the Sale Proposal on or before the applicable Target Closing Date.

11.2 The Monitor and IMV, in consultation with the Lenders' Agent, will review and assess the Qualified Bids in respect of an Investment Proposal, and in making such assessment will consider, among other things, the following (the "**Investment Proposal Bid Criteria**"):

- (a) the type and amount of consideration, including equity, if any, to be allocated to secured creditors; unsecured creditors and shareholders of IMV and the planned treatment of such persons under the proposed Investment Proposal;
- (b) the firm, irrevocable commitment for financing the investment or other evidence of ability to consummate the Investment Proposal;
- (c) the counterparties to the proposed Investment Proposal;
- (d) the cost, risks and timing associated with obtaining the approval of the requisite majority of creditors and approval of the Court in respect of a Plan, if needed;

- (e) the estimated number of employees of IMV that will be offered post-closing employment by the Bidder and any proposed measures associated with their continued employment;
  - (f) the transition services required from IMV post-closing and any related costs;
  - (g) the planned treatment of stakeholders; and
  - (h) other factors affecting the speed, certainty and value of the Investment Proposal (including any regulatory approval and other conditions required to close the Investment Proposal by the applicable Target Closing Date), including the likelihood of closing the Investment Proposal on or before the applicable Target Closing Date.
- 11.3 For greater certainty, the Monitor and IMV, in consultation with the Lenders' Agent, shall be entitled, either prior to or following the Bid Deadline, to seek to clarify the terms of Qualified Bid and the Monitor may accept a revised and/or clarified Qualified Bid provided that the initial Qualified Bid was received prior to the Bid Deadline.
- 11.4 The Monitor and IMV, with the approval of the Lenders' Agent, may waive compliance with any one or more of the requirements specified in paragraph 8.2 and paragraph 8.3, as applicable and deem any non-compliant Bid to be a Qualified Bid.
- 11.5 The Monitor and IMV shall apply the Sale Proposal Bid Criteria and Investment Proposal Bid Criteria, as applicable, and consider each Qualified Bid upon its submission for determination. Such determination will be made as promptly as practicable after the Bid Deadline.
- 11.6 If IMV, in consultation with the Monitor and with the approval of the Lenders' Agent, determines that any Qualified Bid was received that is in the best interests of IMV's stakeholders (or any combination of non-overlapping Qualified Portion Bids was received that is in the best interests of IMV's stakeholders), IMV, in consultation with the Monitor and the Lenders' Agent, may choose to accept such Qualified Bid (in which case, such Qualified Bid shall be a "**Successful Bid**" and the Qualified Bidder making the Successful Bid shall be a "**Successful Bidder**") and take such steps as are necessary to finalize and complete an agreement for the Successful Bid with the Successful Bidder. For greater certainty, IMV, in consultation with the Monitor and the Lenders' Agent, may accept a combination of non-overlapping Qualified Portion Bids (collectively, an "**Aggregated Bid**") to create one Successful Bid and in such case, the applicable Authorized Bidders will become "**Successful Bidders**".
- 11.7 If IMV, in consultation with the Monitor and the Lenders' Agent, determine that more than one Qualified Bid (and/or more than one Aggregated Bid) should be considered, then the Monitor may, without being obligated to do so, conduct an auction (the "**Auction**"), to determine the highest and/or best Sale Proposal or Investment Proposal or Aggregated Bid. In the event that an Auction is to be held, all Authorized Bidders who submitted a Qualified Bid that IMV, in consultation with the Monitor determines entitles such Authorized Bidder to participate in the Auction (each, an "**Auction Bidder**") will be advised by the Monitor of such determination.

- 11.8 An Authorized Bidder not identified as an Auction Bidder will no longer be able to participate in the SISP or any Auction. In the event an Authorized Bidder is selected as an Auction Bidder, such Auction Bidder's Qualified Bid shall remain binding, irrevocable and open for acceptance until the acceptance of a Successful Bid in accordance with section 12.2(j) and, where applicable, the selection of the Backup Bid further to the Auction. For greater certainty, if such Auction Bidder's Bid is accepted as the Successful Bid or selected as the Backup Bid it shall remain binding and irrevocable and dealt with as such in accordance with the SISP Procedures.
- 11.9 The Monitor and IMV, in consultation and with the approval of the Lenders' Agent, may at any time (including prior to or during an Auction), (a) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the CCAA, the SISP Procedures or any orders of the Court applicable to IMV; (b) in accordance with the terms hereof, accept Bids not in conformity with the SISP Procedures that is more favourable; (c) in accordance with the terms hereof, extend the Bid Deadline, and/or change the Auction Date; and/or (d) reject all Bids. For greater certainty, IMV shall be under no obligation to accept the highest or best offer and the selection of the Successful Bid shall be entirely in the discretion of IMV, in consultation with the Monitor and the Lenders' Agent.

## **Section 12. Auction**

- 12.1 If the Auction is to be conducted pursuant to paragraph 11.7, the Auction shall commence on a date as the Monitor, may determine is appropriate (the "**Auction Date**"). All Auctions shall be conducted virtually through a platform to be determined by the Monitor, at the offices of **FTI Consulting Canada Inc.** or such other location as the Monitor may determine. Notice of the platform or place, date and time of the Auction will be delivered to all Auction Bidders by the Monitor not less than three (3) Business Days before the date of the Auction.
- 12.2 If there is an Auction, the Auction shall be conducted according to the following procedures:
- (a) At least one (1) Business Day prior to the Auction, each Auction Bidder who has been notified that it has qualified as an Auction Bidder must inform the Monitor whether it intends to attend and participate in the Auction provided that, for greater certainty, such Auction Bidder's Qualified Bid shall remain binding, irrevocable and open for acceptance until the acceptance of a Successful Bid in accordance with section 12.2(j) and, where applicable, the selection of the Backup Bid further to the Auction.
  - (b) The Monitor shall direct and preside over the Auction. Only Auction Bidders are eligible to participate in the Auction. Only the authorized representatives (including legal counsel and other advisors) of each of the Auction Bidders, IMV, the Lenders' Agent and the Monitor shall be permitted to attend the Auction.
  - (c) Each Auction Bidder shall be required to confirm that it has not engaged, and will not engage, in any collusion with respect to the bidding or any Sale Proposal or Investment Proposal, and if such Auction Bidder is a special purpose vehicle, each of the direct or indirect equity holders of such Auction Bidder shall be required to confirm that it has not engaged, and will not engage, in any collusion with respect

to the bidding or any Sale Proposal or Investment Proposal, such confirmation, in each case, in form and substance satisfactory to the Monitor in its sole discretion.

- (d) Bidding at an Auction shall be conducted in rounds. In each round, an Auction Bidder may submit no more than one Overbid. If at the end of any round of bidding, an Auction Bidder (other than the Auction Bidder who submitted the "**Opening Bid**" for such round and any Qualified Portion Bidder who is an Auction Bidder) did not submit an Overbid, then such Auction Bidder shall be barred from participating in any further round of bidding at the Auction. Any Auction Bidder who submits an Overbid in a round, as well as the Auction Bidder who submitted the Opening Bid for such round and any Qualified Portion Bidder who is an Auction Bidder, shall be entitled to participate in the next round of bidding at the Auction.
- (e) IMV, in consultation with the Monitor and the Lenders' Agent, shall apply the Sale Proposal Bid Criteria and Investment Proposal Bid Criteria, as applicable, to determine which Qualified Bid is the highest and/or best bid received by the Bid Deadline, which shall constitute the Opening Bid for the first round of an Auction. IMV shall follow the same process to determine the highest and/or best Overbid submitted in each round of an Auction, which shall constitute the Opening Bid for the following round. For greater certainty, an Aggregated Bid may be determined to be the "Opening Bid" for any round. As soon as practicable prior to the start of the Auction, the Monitor shall distribute a copy of the Opening Bid for the first round to all Auction Bidders eligible to participate in the applicable Auction.
- (f) All bids made at an Auction shall be Overbids and shall be made and received on an open, non-confidential basis and the identity of each Auction Bidder and all material terms of each Overbid shall be fully disclosed to all other Auction Bidders participating in the applicable round of the applicable Auction. The Monitor shall maintain a transcript of the Opening Bids and all Overbids made and announced at an Auction.
- (g) A Sale Proposal or Investment Proposal submitted at an Auction will be considered an "**Overbid**" only if it complies with the following requirements:
  - (i) *Minimum Consideration.* Subject to subparagraph (l) below in respect of Qualified Portion Bids, the amount of the purchase price (in the case of a Sale Proposal), or the amount of the consideration to be allocated to secured creditors, unsecured creditors and shareholders of IMV (in the case of an Investment Proposal) shall not be less than the purchase price or consideration of the Opening Bid of the applicable round of such Auction, plus an amount (the "**Minimum Overbid Increment**") to be set by the Monitor; and
  - (ii) *Qualified Bid Criteria.* Except as modified herein, an Overbid shall comply with all requirements for a Qualified Bid as set forth in paragraph 8.2 in the case of Sale Proposals, or paragraph 8.3 in the case of Investment Proposals, (in each case including in respect of its binding and irrevocable nature, and being open for acceptance until the acceptance of a Successful Bid in accordance with section 12.2(j) and, where applicable, the selection of the Backup Bid further to the Auction) provided, however, that the Bid

Deadline shall not apply and Overbids need not be accompanied by additional cash deposits during the Auction.

- (h) At the end of each round of bidding, the Monitor shall (i) review each Overbid made in such round, (ii) identify the highest and/or best such Overbid in accordance with subparagraph (e), and (iii) announce to all Auction Bidders entitled to participate in the next round of bidding the terms of the highest and/or best Overbid and the identity of the Auction Bidder who submitted such Overbid. Such highest and/or best Overbid shall be the Opening Bid for the next round of such Auction.
- (i) The Monitor, in consultation with IMV and the Lenders' Agent, reserves the right to make one or more adjournments in an Auction to, among other things: (i) allow individual Auction Bidders to consider how they wish to proceed; (ii) consider and determine the current highest and/or best Overbid at any given time during the Auction; and (iii) give Auction Bidders the opportunity to provide the Monitor with such additional evidence as it may require to show that the Auction Bidder's bid complies with the requirements of an Overbid (including in respect of the required internal corporate or credit committee approvals and evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction).
- (j) If, in any round of bidding, no new Overbid is made, such Auction shall be closed and the Monitor shall declare the last Opening Bid as a "**Successful Bid**" and the Auction Bidder submitting such Successful Bid a "**Successful Bidder**" and advise such Successful Bidder of such determination and all other applicable Auction Bidders that they are not a Successful Bidder.
- (k) To the extent not already provided, the Successful Bidder shall, within two (2) Business Days of the conclusion of the Auction, provide the Monitor with an additional Deposit to increase its original Deposit to equal ten percent (**10%**) of the total cash purchase price or investment contemplated by the Successful Bid.
- (l) Each Qualified Portion Bidder that is an Auction Bidder shall be entitled to submit Overbids at the applicable Auction (in a minimum increment to be determined by the Monitor) with respect to the portion of the Business or Property it is bidding on, and is not individually subject to the full Minimum Overbid Increment; provided that one or more Qualified Portion Bids forming an Aggregated Bid in any round of the Auction shall collectively be subject to the full Minimum Overbid Increment. For greater certainty, the Monitor may accept an Aggregated Bid as a "Successful Bid" and in such case, the applicable Auction Bidders will become "Successful Bidders".
- (m) For greater certainty, the Monitor and IMV shall be entitled during an Auction, to discuss and clarify the terms of all Overbids and accept a revised, clarified Overbid, provided it is submitted before the end of the applicable round of bidding. The Monitor and IMV, in consultation with the Lenders' Agent, may waive compliance with any one or more of the requirements specified in subparagraph (g), and deem any non-compliant Overbid to be a qualifying Overbid.
- (n) The Monitor may adopt rules for the Auction at or prior to the Auction that will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the SISP Procedures or the SISP Approval Order; provided that no

such rules may change the requirement that all Overbids shall be made and received on an open, non-confidential basis, and all Auction Bidders entitled to participate in a further round of bidding shall be entitled to be present for all such bidding.

### **Section 13. Backup Bid**

- 13.1 In the event a Successful Bid is accepted in accordance with section 11.6 or further to an Auction in accordance with section 12.2(j), IMV, in consultation with the Monitor and the Lenders' Agent, may also select any Qualified Bid, Aggregated Bid or Overbid, as the case may be, as the "**Backup Bid**" and take such steps as are necessary to finalize and complete an agreement for the Backup Bid with the Backup Bidder. In the event the closing of the Successful Bid accepted in accordance with sections 11.6 or 12.2(j), as the case may be, does not occur, the Backup Bid shall, upon confirmation of the Monitor, become the Successful Bid and be dealt with as such in accordance with the SISP Procedures.

### **Section 14. Approval Motion**

- 14.1 After a definitive agreement(s) in respect of a Successful Bid has been finalized in accordance with the SISP Procedures, if such Successful Bid relates to the Business or Property, IMV shall apply to the Court as soon as reasonably practicable for an order approving such Successful Bid and authorizing IMV to enter into any and all necessary agreements with respect to such Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to such Successful Bid, including for the approval of any Plan(s) pursuant to the CCAA or Arrangement pursuant to the CBCA, as applicable (an "**Approval Motion**").
- 14.2 An Approval Motion will be held on a date to be scheduled by the Court and to be heard as soon as possible. IMV reserves its right, as may be necessary or appropriate, to seek to proceed on an expedited basis and abridge any notice period provided for in any Order. An Approval Motion may be adjourned or rescheduled by IMV by an announcement of the adjourned date at an Approval Motion or by notice to the Service List and no further notice shall be required.
- 14.3 All Bids (other than the Successful Bid and the Backup Bid, as the case may be) will be deemed rejected at 11:59 p.m. (Halifax Time) on the Business Day after the acceptance of the Successful Bid relating to the same Business and/or Property.
- 14.4 For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.

### **Section 15. Treatment of Deposit**

- 15.1 If there is a Successful Bid, the Deposit (plus accrued interest) paid by a Successful Bidder whose bid is approved by the Court will be released by the Monitor and applied to the purchase price to be paid, or investment to be made, by such Successful Bidder upon closing of the approved transaction or as otherwise set out in the definitive agreement.
- 15.2 The Deposits of Bidders not selected as a Successful Bidder, will be returned to such Bidders within ten (10) Business Days of the date of closing of the Successful Bid. If there

is no Successful Bid with respect to the Business or the Property, subject to the following paragraph 15.3, all Deposits with respect to such Business or Property will be returned to all Bidders with respect to that Business or Property, within ten (10) Business Days of the date on which the SISP with respect to that Business or Property is terminated in accordance with the SISP.

- 15.3 If (i) a Successful Bidder breaches any of its obligations under the terms of the SISP Procedures or any definitive transaction documentation; (ii) a Bidder fails to complete the transaction contemplated by its Bid if required by the Monitor to complete such transaction; or (iii) a Bidder fails to provide proof of its ability to complete the transaction to the Monitor (other than with respect to conditions specifically provided in its Bid), within five (5) Business Days of a request to that effect from the Monitor, then, in each case, such Bidder's Deposit will be forfeited to IMV as liquidated damages and not as a penalty. IMV shall apply and use any forfeited Deposit in a manner agreed upon by the Monitor, provided, however, that the forfeiture of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that IMV and the Monitor have or may have against such breaching entity.

#### **Section 16. Reservation of Rights and Conduct of the SISP**

- 16.1 The SISP does not and will not be interpreted to create any contractual or other legal relationship between IMV or the Monitor and any Prospective Bidder and Bidder, other than as specifically set forth in a definitive agreement that any such Bidder may enter into with the Monitor.
- 16.2 The Monitor and IMV, in consultation and with the approval of the Lenders' Agent, may (a) reject, at any time any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the SISP Procedures, or (iii) contrary to the best interests of IMV, its estate, and stakeholders as determined by IMV and the Monitor; (b) in accordance with the terms hereof accept bids not in conformity with the SISP Procedures to the extent that IMV and the Monitor determine, in their reasonable business judgment, that doing so would benefit IMV, its estate, and stakeholders; and (c) reject all Bids. IMV shall not be required to accept the highest Bid.
- 16.3 The Monitor, in its reasonable discretion and in consultation with the Lenders' Agent, may shorten the dates provided for herein or terminate the SISP if there are no credible opportunities for the conclusion of a Transaction in the process.



**Section 17. Notice to IMV and the Monitor**

- 17.1 Any notice or other communication to be given to IMV in connection with this SISP shall be given in writing and shall be given by personal delivery (in which case it shall be left with a responsible officer of the recipient) or by electronic communication addressed to IMV as follows:

**McCarthy Tétrault LLP**

1000 De La Gauchetière Street West, MZ400  
Montréal, Québec, H3B 0A2

Attention:

Alain N. Tardif

[atardif@mccarthy.ca](mailto:atardif@mccarthy.ca)

François Alexandre Toupin

[fatoupin@mccarthy.ca](mailto:fatoupin@mccarthy.ca)

- 17.2 Any notice or other communication to be given to the Monitor in connection with this SISP shall be given in writing and shall be given by personal delivery (in which case it shall be left with a responsible officer of the recipient) or by electronic communication addressed to the Monitor as follows:

**FTI Consulting Inc.**

TD South Tower, 79 Wellington Street W  
Toronto-Dominion Centre, Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Canada

Attention:

Jeffrey Rosenberg

[jeffrey.rosenberg@fticonsulting.com](mailto:jeffrey.rosenberg@fticonsulting.com)

Jodi Porepa

[jodi.porepa@fticonsulting.com](mailto:jodi.porepa@fticonsulting.com)

**With a copy to :**

**Stikeman Elliott LLP**

5300 Commerce Court West  
199 Bay Street  
Toronto, Ontario M5L 1B9  
Canada

Attention:

Maria Konyukhova

[mkonyukhova@stikeman.com](mailto:mkonyukhova@stikeman.com)

## **SCHEDULE A DEFINED TERMS**

“**Aggregated Bid**” has the meaning ascribed to it in paragraph 11.6.

“**Approval Motion**” has the meaning ascribed to it in paragraph 14.1.

“**Arrangement**” has the meaning ascribed to it in Recital E.

“**IMV**” has the meaning described thereto in Recital A.

“**Auction**” has the meaning ascribed to it in paragraph 11.7.

“**Auction Bidder**” has the meaning ascribed to it in paragraph 11.7.

“**Auction Date**” has the meaning ascribed to it in paragraph 12.1.

“**Authorized Bidder**” means each bidder who has submitted a Qualified Bid.

“**Backup Bid**” has the meaning ascribed to it in paragraph 13.1.

“**Backup Bidder**” means any Bidder whose Bid is selected as the Backup Bid.

“**Bid Deadline**” has the meaning ascribed to it in paragraph 8.1.

“**Bidders**” means collectively Qualified Bidders, Authorized Bidders, Auction Bidders, Backup Bidder and Successful Bidder, each a “**Bidder**”.

“**Bids**” mean collectively Qualified Bids, Aggregated Bids, Backup Bids and Successful Bids, each a “**Bid**”.

“**Business**” has the meaning ascribed to it in Recital D.

“**Business Day**” means any day other than (i) a Saturday or a Sunday or (ii) a day which is a statutory holiday in Halifax, Nova Scotia.

“**CBCA**” has the meaning ascribed to it in Recital E.

“**CCAA**” has the meaning ascribed to it in Recital A.

“**CCAA Proceedings**” has the meaning ascribed to it in Recital B.

“**Commencement Date**” has the meaning ascribed to it in paragraph 4.1.

“**Confidentiality Agreement**” means a form of confidentiality agreement satisfactory to the Monitor.

“**Contact List**” has the meaning ascribed to it in subparagraph 4.1(a).

“**Court**” has the meaning ascribed to it in Recital A.

“**Credit Bid**” means a Bid that meets the conditions set out in paragraph 9.1.

“**Data Room**” has the meaning ascribed to it in subparagraph 4.1(e).

“**Definitive Investment Agreement**” has the meaning ascribed to it in subparagraph 8.3(b).

“**Deposit**” has the meaning ascribed to it in subparagraph 8.2(k).

“**Initial Order**” has the meaning ascribed to it in Recital A.

“**Investment Proposal**” means an offer for a broad range of executable transaction alternatives (restructuring, recapitalization and/or refinancing) involving an investment in IMV.

“**Investment Proposal Bid Criteria**” has the meaning ascribed to it in paragraph 11.2.

“**Lenders’ Agent**” means Horizon Technology Finance Corporation, in its capacity as collateral agent for the Secured Lenders under a Venture Loan and Security Agreement dated as of December 17, 2021.

“**LOI**” has the meaning ascribed to it in paragraph 5.1(b).

“**LOI Deadline**” has the meaning ascribed to it in paragraph 5.1.

“**Minimum Overbid Increments**” has the meaning ascribed to it in subparagraph 12.2(g)(i).

“**Monitor**” has the meaning ascribed to it in Recital B.

“**Opening Bid**” has the meaning ascribed to it in subparagraph 12.2(d).

“**Overbid**” has the meaning ascribed to it in subparagraph 12.2(g).

“**Plan**” has the meaning described thereto in Recital E.

“**Property**” has the meaning ascribed to it in Recital D.

“**Proposal**” means any Sale Proposal or Investment Proposal.

“**Prospective Bidders**” has the meaning ascribed to it in subparagraph 4.1(a).

“**Purchase Price**” has the meaning ascribed to it in subparagraph 8.2(b).

“**Qualification Deadline**” has the meaning ascribed to it in paragraph 6.2.

“**Qualified Bids**” means Qualified Purchase Bids and Qualified Investment Bids, each a Qualified Bid. A Qualified Portion Bid shall be deemed a Qualified Bid.

“**Qualified Bidder**” has the meaning ascribed to it in paragraph 6.1.

“**Qualified Investment Bid**” has the meaning ascribed to it in paragraph 8.3.

“**Qualified Portion Bid**” has the meaning ascribed to it in paragraph 8.4.

“**Qualified Portion Bidder**” has the meaning ascribed to it in paragraph 8.4.

**“Qualified Purchase Bid”** has the meaning ascribed to it in paragraph 8.2.

**“Sale Proposal”** means an offer to acquire all or part of the Property.

**“Sale Proposal Bid Criteria”** has the meaning ascribed to it in paragraph 11.1

**“Secured Lenders”** means Horizon Technology Finance Corporation, Horizon Credit II LLC, Horizon Funding I, LLC, Powerscourt Investments XXV LP, and Powerscourt Investments XXV Trust.

**“Service List”** has the meaning ascribed to it in paragraph 1.7.

**“SISP”** has the meaning ascribed to it in Recital C.

**“SISP Approval Order”** has the meaning ascribed to it in Recital C.

**“SISP Procedures”** has the meaning ascribed to it in Recital C.

**“Successful Bid”** has the meaning ascribed to it in paragraph 11.6.

**“Successful Bidder”** means the Qualified Bidder making the Successful Bid.

**“Target Closing Date”** has the meaning ascribed to it in subparagraph 8.2(o).

**“Teaser Letter”** means a solicitation letter summarizing the acquisition and investment opportunity with respect to the Property and the Business.

**“Written Acknowledgement”** has the meaning ascribed to it in subparagraph 4.1(f).

**“Template APA”** has the meaning ascribed to it in subparagraph 4.1(h).

2023

Hfx No.

This is **Exhibit "B"** to the affidavit of Brittany Davison, sworn to before me at Montréal, Province of Québec, this 1<sup>st</sup> day of September, 2023

*Matasha Stewart # 223176*

---

A commissioner for taking affidavits in the Province of Quebec and outside of Québec

**IMV INC. and IMMUNOVACCINE TECHNOLOGIES INC.**

as “**Vendors**”

- and -

**HORIZON TECHNOLOGY FINANCE CORPORATION, AS COLLATERAL AGENT**

as “**Purchaser**”

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**AGREEMENT OF PURCHASE AND SALE**

September 1, 2023

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**THIS AGREEMENT** made the 1<sup>st</sup> day of September, 2023.

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

**IMV INC. and IMMUNOVACCINE TECHNOLOGIES INC.**

(collectively, the “**Vendors**”)

- and -

**HORIZON TECHNOLOGY FINANCE CORPORATION**, a corporation incorporated under the laws of the State of Delaware, as Collateral Agent for the Secured Lenders

(the “**Purchaser**”)

**WHEREAS:**

- A. the Vendors operated a clinical-stage biopharmaceutical business developing a portfolio of immune-educating therapies (the “**Business**”);
- B. the Vendors are indebted pursuant to a Venture Loan and Security Agreement dated as of December 17, 2021 (as amended, restated, supplemented, or otherwise modified from time to time) between the Vendors, as credit parties, Horizon Technology Finance Corporation (“**Horizon**”), as collateral agent for the lenders thereunder (in such capacity, the “**Collateral Agent**”), and Horizon and Powerscourt Investments XXV LP, as lenders (collectively, the “**Secured Lenders**”);
- C. by an Order of the Supreme Court of Nova Scotia (the “**CCAA Court**”) made May 1, 2023, as amended and restated by an Order of the CCAA Court made May 5, 2023 (as may be further amended and restated from time to time, the “**Initial Order**”), the Vendors commenced proceedings (the “**CCAA Proceedings**”) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), to, among other things, seek creditor protection for, and certain relief in respect of, the Vendors;
- D. the Initial Order, among other things:
  - 1. appointed FTI Consulting Canada Inc. as CCAA monitor (in such capacity, the “**Monitor**”); and
  - 2. approved a sale and investment solicitation process (the “**SISP**”) to seek offers for the business, property, assets and undertaking of the Vendors, which SISP is being run by the Monitor and its affiliate, FTI Capital Advisors;
- E. on June 2, 2023, the Vendors obtained recognition of the CCAA Proceedings under Chapter 15 of the *United States Bankruptcy Code* in proceedings (the “**Chapter 15 Proceedings**”) before the United States Bankruptcy Court for the District of Delaware (the “**US Court**”);
- F. when no bid received in the SISP contemplated a purchase price sufficient to repay in cash all outstanding amounts owed to the Secured Lenders (the “**Secured Debt**”), the Collateral Agent notified the Monitor that it wished to submit a credit bid on behalf of the Secured Lenders for certain of the Vendors’ assets, as it was authorized to do in such circumstances by the CCAA Court approved SISP; and

- G. the Collateral Agent, as Purchaser, has agreed to purchase from the Vendors, and the Vendors have agreed to sell to the Collateral Agent, as Purchaser, all of the right, title and interest in and to the Purchased Assets (as that term is defined herein).

**FOR VALUE RECEIVED**, the parties hereto agree as follows:

## **ARTICLE 1 DEFINED TERMS**

### **1.1 Defined Terms**

Where used herein (including in the recitals above) or in any amendments hereto, the following terms will have the meanings set out below:

“**Affiliate**” of a Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person;

“**Agreement**” means this Agreement of Purchase and Sale and all its attachments and exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time;

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part) by any Person having jurisdiction over it, or charged with its administration or interpretation;

“**Approval and Vesting Order**” has the meaning attributed thereto in Section 5.3;

“**Assignment Order**” has the meaning attributed thereto in Section 8.2;

“**Assumed Contracts**” means the contracts and agreements, if any, listed on **Schedule “A”** hereto;

“**Books and Records**” means all privileged and non-privileged books, files and records used by the Vendors in respect of the Business which pertain to the Purchased Assets, recorded or stored by means of any device including in electronic form, including all clinical trial and experimental data, regulatory records, filings and correspondence, Intellectual Property records, promotional literature, equipment manuals and warranties, customer files and personnel records, which, for greater certainty, shall exclude books, files and records pertaining to the Excluded Assets;

“**Business**” has the meaning attributed to such term in Recital A to this Agreement;

“**Business Day**” means a day on which major banks are open for business in Halifax, Nova Scotia but does not include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia;

“**Cash and Cash Equivalents**” means cash, bank balances, monies in possession of banks and other depositories, term or time deposits, marketable securities, short term investments, funds, bankers’ acceptances, commercial paper, security entitlements, securities accounts and any other cash equivalents of Vendors;

“**CCAA**” has the meaning given to such term in Recital C to this Agreement;

“**CCAA Court**” has the meaning given to such term in Recital C to this Agreement;

“**CCAA Proceedings**” has the meaning given to such term in Recital C to this Agreement;

“**Chapter 15 Proceedings**” has the meaning given to such term in Recital E to this Agreement;

“**Closing**” means the successful completion of the Transaction at the Time of Closing;

“**Closing Date**” means September 20, 2023, or such earlier or later date mutually agreed upon by the parties in writing;

“**Court Approval Date**” has the meaning attributed thereto in Section 5.3;

“**CRA**” means the Canada Revenue Agency;

“**Cure Costs**” means all amounts necessary to cure any monetary defaults as a condition to assuming the Assumed Contracts.

“**Data Servers**” all cloud and physical data servers which holds any Intellectual Property;

“**Dispute**” has the meaning attributed thereto in Section 10.2;

“**Encumbrances**” means any encumbrances, liens, charges, hypothecs, pledges, mortgages, title retention devices, security interests of any nature, adverse claims, options, rights of pre-emption, privileges, any contract to create any of the foregoing or demands of any nature whatsoever or howsoever arising;

“**ETA**” means the *Excise Tax Act* (Canada);

“**Excluded Assets**” has the meaning attributed thereto in Section 2.3;

“**Excluded Liabilities**” has the meaning attributed thereto in Section 2.7;

“**GAAP**” means accounting principles generally accepted in Canada including those recommended or approved by the Canadian Institute of Chartered Accountants at the relevant time, including, to the extent applicable, international financial reporting standards.

“**Goodwill**” means the goodwill of the Business, together with all of the Vendors’ rights, if any, to represent itself as carrying on the Business including all of the Vendors rights, if any, to use the names “IMV”, “Immunovaccine Technologies” or any variation thereof as part of the name of or in connection with the Business or any part thereof carried on or to be carried on by the Purchaser;

“**GST/HST**” means goods and services tax/harmonized sales tax under the ETA and including any provincial equivalents thereof;

“**IMV**” means the Vendor, IMV Inc.;

“**Initial Order**” has the meaning given to such term in Recital C to this Agreement;

“**Intellectual Property**” means all intellectual and industrial property and any and all forms of protection having equivalent or similar effect anywhere in the world and all rights therein as recognized under the laws of Canada, United States, and/or any other countries or jurisdictions, whether registered or unregistered and including rights in and to: (a) Trademarks and service marks (and applications and registrations therefor and the goodwill associated therewith), whether registered or not; (b) patents and patent rights (and applications and registrations therefor and divisions, continuations, renewals, reissues,

extensions and continuations-in-part of the same), whether registered or not; (c) copyrights and works of authorship (including applications and registrations therefor and like protections in each work or authorship and derivative work thereof), whether published or unpublished; (d) mask works (and applications and registrations therefor); (e) trade names, trade styles, software and computer programs, source code, object code, licenses, methods, processes, drawings, specifications, descriptions, any memoranda, notes, and records with respect to any research and development, methods, processes, trade secrets, know-how, and proprietary and confidential technical or business information, whether in tangible or intangible form; (f) any technology; and (g) industrial designs including, without limitation, those detailed on **Schedule “B”** hereto, and any Data Servers containing any of the foregoing;

“**Intellectual Property Assignment**” has the meaning attributed thereto in Section 8.2(b);

“**IVT**” means the Vendor, Immunovaccine Technologies Inc.;

“**Law**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, guidelines, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used; and “**Law**” means any one of the foregoing;

“**Monitor**” has the meaning given to such term in Recital D to this Agreement;

“**Notice**” has the meaning attributed thereto in Section 10.1;

“**Person**” is to be broadly interpreted and includes an individual, a natural person, a firm, a corporation, a limited liability company, a partnership, a trust, an unincorporated organization, the government of a country or state or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

“**Premises**” means the real property leased by IVT at 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia;

“**Purchase Price**” has the meaning attributed thereto in Section 3.1;

“**Purchased Assets**” has the meaning attributed thereto in Section 2.1;

“**Purchaser**” means Horizon Technology Finance Corporation, a Delaware corporation, as Collateral Agent for the Secured Lenders;

“**Representative**” means, with respect to a Person, any of its Affiliates and any of its and its Affiliates’ directors, officers, employees, consultants, financial advisers, legal counsel, accountants, or any other agent, adviser or representative of that Person.

“**Required Consents**” means any consents required under the terms of the Assumed Contracts to permit the assignment of the Assumed Contracts from the Vendors to the Purchaser or its designee, as provided in **Schedule “C”** hereto;

“**Secured Debt**” has the meaning given to such term in Recital F to this Agreement;

“**SISP**” has the meaning attributed thereto in Recital D to this Agreement;

“**Time of Closing**” means 2:00 o’clock P.M. on the Closing Date, or such earlier or later time mutually agreed on by the parties;

“**Trademarks**” means all registered and un-registered trademarks, services marks, trademark applications and trademark rights (including any trademarks issuing on such applications or rights) pertaining to and used in connection with the Business;

“**Transaction**” means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

“**US Court**” has the meaning given to such term in Recital E to this Agreement; and

“**Vendors**” means, collectively, IMV and IVT.

## 1.2 Gender and Number

Any reference in this Agreement to gender includes all genders. Words importing the singular number only shall include the plural and vice versa.

## 1.3 Headings, etc.

The provision of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

## 1.4 Currency

All references in this Agreement to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

## 1.5 Certain Phrases, etc.

In this Agreement (i) the words “**including**”, “**includes**” and “**include**” mean “**including (or includes or include) without limitation**”, and (ii) the phrase “**the aggregate of**”, “**the total of**”, “**the sum of**”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”. Unless otherwise specified, the words “**Article**” and “**Section**” followed by a number mean and refer to the specified Article or Section of this Agreement. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “**from**” means “**from and including**” and the words “**to**” and “**until**” each mean “**to but excluding**”.

## 1.6 Accounting Terms

All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with GAAP, consistently applied in accordance with the Vendors’ past practices.

## 1.7 References to Persons and Agreements

Any reference in this Agreement to a Person includes its successors and permitted assigns. Except as otherwise provided in this Agreement, the term “**Agreement**” and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated.

## 1.8 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

## 1.9 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

## 1.10 Schedules

The following Schedules are attached to and incorporated into this Agreement by reference and form a part hereof for all purposes:

Schedule "A"	Assumed Contracts
Schedule "B"	Intellectual Property
Schedule "C"	Required Consents
Schedule "D"	Approval and Vesting Order

Schedules A through C may be revised by the Purchaser in its sole discretion up until two (2) Business Days prior to the Closing Date.

## ARTICLE 2 SALE AND PURCHASE

### 2.1 Sale and Purchase of Purchased Assets

- (a) Subject to the terms and conditions of this Agreement including section 2.2, on the Closing Date, the Vendors will sell, assign and transfer to the Purchaser and the Purchaser will purchase from the Vendors all right, title and interest in and to the following rights, properties and assets which are used in, related to or otherwise associated with the Business (collectively, the "**Purchased Assets**"):
  - (i) the Intellectual Property;
  - (ii) any Assumed Contracts; and
  - (iii) the Books and Records;
- (b) The purchase of the Purchased Assets will be free and clear of all Encumbrances as provided for in the Approval and Vesting Order.
- (c) The Purchaser may designate a designee to assume the Assumed Contracts from the Vendors.

### 2.2 Assumed Contracts

The Purchaser shall be entitled to identify and designate, until two (2) Business Days prior to the Closing Date, any pending and executory contracts, agreements, leases, understandings and arrangements

(whether oral or written) to which any of the Vendors is a party or by which any of the Vendors or any of the Purchased Assets is bound or under which any of them has rights which are to become Assumed Contracts under this Agreement.

The Purchaser and its designee shall cooperate with the Vendors and provide such evidence required by the Vendors to obtain all Required Consents to assign the Assumed Contracts to the Purchaser or its designee or an order of the CCAA Court assigning the relevant Vendor's rights and obligations under such Assumed Contract.

To the extent that any Cure Costs are required to be paid to obtain the assignment of any Assumed Contract, the payment of such Cure Costs by the Purchaser or the designee shall be a condition to such assignment of such Assumed Contract.

### **2.3 Excluded Assets**

All assets, properties and undertakings of the Vendors other than the Purchased Assets (collectively, the "**Excluded Assets**") are excluded from the purchase and sale of assets herein. For greater certainty, the Excluded Assets include, without limitation, the following:

- (a) any Cash and Cash Equivalents;
- (b) any contracts, agreements or licenses other than the Assumed Contracts;
- (c) any employment agreements and any employee benefit plans for any employees;
- (d) any leases, including any leases to the Premises; and
- (e) any equipment, furniture or fixtures.

### **2.4 Required Consents**

The Vendors acknowledge that it will be their responsibility to obtain, at their own expense, and the Vendors will use reasonable commercial efforts to obtain, the Required Consents, and any other consents or approvals or any further documentation or assurances which may be required to be obtained by the Vendors to carry out the terms of this Agreement. The Purchaser will use all reasonable commercial efforts to assist the Vendors in obtaining the Required Consents. The Vendors will, upon request of the Purchaser, seek to obtain any necessary assignment order(s) from the CCAA Court pursuant to section 11.3 of the CCAA.

### **2.5 "As Is, Where Is"**

THE PURCHASER ACKNOWLEDGES THAT THE VENDORS ARE SELLING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS AS THEY WILL EXIST ON THE CLOSING DATE. THE PURCHASER FURTHER ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS AGREEMENT ON THE BASIS THAT THE VENDORS DO NOT GUARANTEE TITLE TO THE PURCHASED ASSETS AND THAT THE PURCHASER HAS CONDUCTED SUCH INSPECTIONS OF THE CONDITION OF AND TITLE TO THE PURCHASED ASSETS AS IT DEEMED APPROPRIATE AND HAS SATISFIED ITSELF WITH REGARD TO THESE MATTERS. NO REPRESENTATION, WARRANTY OR CONDITION IS EXPRESSED OR CAN BE IMPLIED AS TO TITLE, ENCUMBRANCES, DESCRIPTION, FITNESS FOR PURPOSE, MERCHANTABILITY, CONDITION, QUANTITY OR QUALITY OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER CONCERNING THE PURCHASED ASSETS OR

THE RIGHT OF THE VENDORS TO SELL OR ASSIGN SAME, SAVE AND EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED HEREIN.

Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and have been waived by the Purchaser. Any description of the Purchased Assets contained herein or in the Schedules hereto is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendors concerning completeness or the accuracy of such descriptions.

For greater certainty, notwithstanding any other provision of this Agreement, the Purchaser acknowledges, agrees and confirms that:

- (a) except for the representations and warranties of the Vendors set forth in Section 4.1, it is entering into this Agreement and acquiring the Purchased Assets on an “as is, where is” basis as they exist as of the Time of Closing, and will accept the Purchased Assets in their state, condition and location as of the Time of Closing except as expressly set forth in this Agreement, and the sale of the Purchased Assets is made without legal warranty and at the risk and peril of the Purchaser;
- (b) except as expressly stated in Section 4.1, neither the Vendors nor the Monitor or any of their Representatives are making, and the Purchaser is not relying on, any representations, warranties, statements or promises, express or implied, statutory or otherwise, concerning the Purchased Assets, the Vendors’ right, title or interest in or to the Purchased Assets, including with respect to merchantability, description, fitness for a particular purpose, suitability for development or production, title, description, use or any other thing affecting any of the Purchased Assets or in respect of any other matter or thing whatsoever, including any and all conditions, warranties or representations expressed or implied pursuant to any Applicable Law in any jurisdiction, which the Purchaser confirms do not apply to this Agreement and are hereby waived in their entirety by the Purchaser;
- (c) without limiting the generality of the foregoing, except as expressly stated in Section 4.1, the Vendors, the Monitor and their Representatives have made no representation or warranty as to any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the transactions contemplated by this Agreement, to own, operate or hold the Purchased Assets, and the Purchaser is relying entirely on its own due diligence and inquiries in connection with such matters;
- (d) all written and oral information obtained from the Vendors, the Monitor or any of their Representatives, including in any teaser letter, asset listing, confidential information memorandum or other document made available to the Purchaser (including in certain “data rooms”, management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets has been obtained for the convenience of the Purchaser only, and the Vendors, nor the Monitor, nor any of their Representatives have made any representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information; and
- (e) except as otherwise expressly provided in this Agreement, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against the Vendors, the Monitor or any of their Representatives pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties expressly set forth in



Section 4.1. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

This Section 2.5 shall not merge on Closing and is deemed incorporated by reference in all closing documents and deliveries.

## **2.6 Employee Matters**

The parties hereto hereby agree that the Purchaser will not have any liability in respect of any employee, contractor or consultant of the Vendors, whether arising prior to, on or after the Closing Date including but not limited to all liabilities for salary, wages, bonuses, commissions, vacation pay, severance and termination pay and other compensation relating to employment, whether arising under Applicable Law or otherwise.

## **2.7 Excluded Obligations**

Other than the assumption of the obligations of the Vendors under Section 2.1(a) arising under the Assumed Contracts on and after the Closing Date by the Purchaser or its designee, the Purchaser will not assume and will not be liable for any other liabilities or obligations of the Vendors, or any of them, or with respect to the Business or the Purchased Assets, whether known, unknown, direct or indirect, absolute, contingent or otherwise or arising out of facts, circumstances or events in existence on or prior to the Closing Date (the “**Excluded Liabilities**”), including, without limitation, (i) any tax and employee liabilities and (ii) any liabilities or obligations arising under the Assumed Contracts prior to the Closing Date.

# **ARTICLE 3 PURCHASE PRICE AND PAYMENT**

## **3.1 Purchase Price**

The purchase price payable by the Purchaser, on behalf of the Secured Lenders, to the Vendors for the Purchased Assets will be USD\$15,000,000 (the “**Purchase Price**”).

## **3.2 Payment of Purchase Price**

The Purchase Price is to be paid and satisfied by release of a portion of the Secured Debt, on a ratable basis among the Secured Lenders, in the amount of the Purchase Price. The Secured Debt, as of August 30, 2023, for principal and all accrued and unpaid interest thereon through to and including the Closing Date, is USD\$27,005,157, plus any fees, premiums, final payments, and expenses associated therewith.

## **3.3 Allocation of Purchase Price**

Prior to the Closing Date, the Vendors and the Purchaser will agree to an allocation of the Purchase Price as among the Purchased Assets, and the Purchaser will report the sale and purchase of the Purchased Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation. The Parties hereby confirm that any such allocation of the Purchase Price shall be for Canadian tax purposes only.

### 3.4 Transfer Taxes

The Purchaser will be liable for and pay all federal and provincial sales taxes, federal taxes and all other taxes, duties or other like charges properly payable on and in connection with the purchase and sale of the Purchased Assets, save and except any income or corporation taxes payable by the Vendors.

## ARTICLE 4 REPRESENTATIONS AND WARRANTIES

### 4.1 Vendors' Representations

The Vendors represents and warrants to the Purchaser as follows, with the knowledge and expectation that the Purchaser is placing complete reliance thereon and, but for such representations and warranties, the Purchaser would not have entered into this Agreement:

- (a) **Due Incorporation and Subsistence.**
  - (i) IMV is duly incorporated and organized and validly subsisting under the *Canada Business Corporations Act*; and
  - (ii) IVT is duly incorporated and organized and validly subsisting under the *Companies Act* (Nova Scotia).
- (b) **Due Authorization.** Subject to the granting of the Approval and Vesting Order, the Vendors have all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the Transaction contemplated herein has been duly authorized by all necessary corporate action on the part of the Vendors.
- (c) **Not Non-Resident of Canada.** Each of the Vendors is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada).
- (d) **Excise Tax Act (Canada) Registration.** The Vendors are each registrants for the purposes of Part IX of the *Excise Tax Act* (Canada), and their registration numbers are:
  - (i) IMV: 84747 6991 RT0001; and
  - (ii) IVT: 86473 6772 RT0001; and
- (e) **Ownership.** The Vendors are, to the best of their knowledge, the sole and beneficial owners of the Purchased Assets.

### 4.2 Purchaser's Representation

The Purchaser represents and warrants to the Vendors as follows, with the knowledge and expectation that the Vendors are placing complete reliance thereon and, but for such representations and warranties, the Vendors would not have entered into this Agreement:

- (a) **Due Diligence.** The Purchaser:

- (i) has, to its satisfaction, had an opportunity to conduct any and all due diligence regarding the Purchased Assets and the Business prior to entering into this Agreement;
  - (ii) relied solely upon its own independent review, investigation and inspection of any documents, the Purchased Assets and the Business in entering into this Agreement; and
  - (iii) has not relied upon any written or oral statements, representations, warranties or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Purchased Assets or the Business or the completeness of any information provided in connection therewith, except as may be expressly stated in this Agreement.
- (b) **Due Incorporation and Subsistence.** The Purchaser is a corporation duly incorporated and organized and validly subsisting under the laws of the State of Delaware.
- (c) **Due Authorization.** The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the Transaction contemplated herein has been duly authorized by all necessary corporate action on the part of the Purchaser.
- (d) **Absence of Conflicting Agreements.** The Purchaser's execution and delivery of this Agreement and the performance of its obligations hereunder and its completion of the Transaction will not result in the violation of (i) any of its constating documents, (ii) any term or provision of any material agreement to which the Purchaser is a party or by which it is bound, or (iii) any law or regulation, or any order or decree of any court or tribunal to which the Purchaser is subject in any material respect.
- (e) **Absence of Litigation, etc.** There are no suits, actions, litigation, arbitration proceedings or governmental proceedings, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, would materially adversely affect the ability of the Purchaser to enter into this Agreement, to consummate the Transaction contemplated herein, and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced.
- (f) **Due Execution and Binding.** This Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been, or will be as at the Time of Closing, duly and validly executed and delivered by the Purchaser and constitutes or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof.
- (g) **Excise Tax Act (Canada) Registration.** The Purchaser is a non-resident of Canada and is not registered under Part IX of the *Excise Tax Act* (Canada).

## ARTICLE 5 CONDITIONS OF CLOSING

### 5.1 In Favor of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at the Time of Closing.

- (a) **Representations and Warranties and Covenants of the Vendors.** All representations and warranties of the Vendors contained in this Agreement will be true and correct as of the Closing Date, with the same effect as though made on and as of that date. The Vendors will have complied with and performed all of its covenants and obligations contained in this Agreement to the extent required to be performed on or before Closing.
- (b) **No Action or Proceeding.** No action or proceeding will be pending to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (c) **Closing Documents.** All documents or copies thereof required to be delivered to the Purchaser will have been so delivered.

### 5.2 In Favor of the Vendor

The obligation of the Vendors to complete the Transaction is subject to the following conditions being fulfilled or performed at the Time of Closing.

- (a) **Payment of the Purchase Price.** The Purchaser will have made payment of the Purchase Price to the Vendors as provided in Section 3.2.
- (b) **Representations and Warranties and Covenants of the Purchaser.** All representations and warranties of the Purchaser contained in this Agreement will be true and correct as of the Closing Date, with the same effect as though made on and as of that date. All terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before Closing will have been complied with or performed.
- (c) **No Action or Proceeding.** No action or proceeding will be pending to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (d) **Closing Documents.** All documents or copies thereof required to be delivered to the Vendors will have been so delivered.

### 5.3 Approval and Vesting and Recognition Orders

The obligations of the Vendors and the Purchaser to complete the Transaction are subject to the conditions that:

- (a) an order will have been made by the CCAA Court on or before September 5, 2023 or such later date as may be agreed to by the Parties (the “**CCAA Court Approval Date**”) approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest in the Purchased Assets, free and clear of all liens, security interests and other encumbrances, such order to be in substantially the form attached as **Schedule “D”** hereto, with such modifications as may be agreed to by the Purchaser and the

Vendor, acting reasonably (the “**Approval and Vesting Order**”), which order will not have been appealed, varied or stayed; and

- (b) an order will have been made by the US Court in the Chapter 15 Proceedings within fourteen (14) days of the CCAA Court Approval Date, subject to the availability of the US Court or unless otherwise agreed by the parties, in a form acceptable to the Vendors and the Purchaser, recognizing the Approval and Vesting Order, which recognition order will not have been appealed, varied or stayed.

The parties hereto acknowledge that the foregoing conditions in this Section 5.3 are for the mutual benefit of the Vendors and the Purchaser.

#### **5.4 Monitor’s Certificate**

When the conditions to Closing set out in Section 5.1 and Section 5.2, have been satisfied and/or waived by the Vendors or the Purchaser, as applicable, the Vendors and the Purchaser will each deliver to the Monitor written confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived (the “**Conditions Certificates**”). Upon receipt of payment in full of the Purchase Price as provided in Section 3.1 and of each of the Conditions Certificates, the Monitor shall (a) issue forthwith a certificate (the “**Monitor’s Certificate**”) concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Monitor’s Certificate with the Court (and shall provide a true copy of such filed Monitor’s Certificate to the Vendors and the Purchaser). In the case of (a) and (b), above, the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

#### **5.5 Commercially Reasonable Efforts**

Each of the Vendors and the Purchaser will use its commercially reasonable efforts to satisfy the conditions set out in Section 5.1 (as to the Vendor) and Section 5.2 (as to the Purchaser), and Section 5.3 (as to the Vendors and the Purchaser).

## **ARTICLE 6 NON-SATISFACTION OF CONDITIONS AND TERMINATION**

### **6.1 Non-Satisfaction of Conditions**

If any condition set out in Article 5 is not satisfied or performed by the time specified therefor, the party for whose benefit the condition is inserted may:

- (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- (b) elect on written notice to the other party to terminate this Agreement before Closing.

### **6.2 Termination of Agreement**

If either the Vendors or the Purchaser validly terminates this Agreement pursuant to the provisions of Section 6.1 or Section 7.1:

- (a) all the obligations of both the Vendors and the Purchaser pursuant to this Agreement will be at an end; and
- (b) subject to Section 6.3, neither party will have any right to specific performance or other remedy against, or any right to recover damages or expenses from, the other.

### **6.3 Breach by the Purchaser**

If the Purchaser fails to comply with the terms of this Agreement, the Vendors may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In that event, the Purchased Assets may be resold by the Vendors. The Purchaser will have no further liability whatsoever, including for any deficiency arising upon any resale by the Vendors or any and all other damages or charges occasioned by or resulting from the default by the Purchaser.

## **ARTICLE 7 RISK OF LOSS**

### **7.1 Risk of Loss**

The Purchased Assets will be and remain at the risk of the Vendors until the Closing and at the risk of the Purchaser from and after the Closing. If, prior to the Closing, the Purchased Assets will be substantially damaged or destroyed by fire or other casualty, then, at its option, the Purchaser may decline to complete the Transaction. Such option will be exercised within 10 days after notification to the Purchaser by the Vendors of the occurrence of damage or destruction (or prior to the Closing Date if such occurrence takes place within 10 days of the Closing Date) in which event this Agreement will be terminated automatically without compensation. If the Purchaser does not exercise such option, it will complete the Transaction contemplated herein and will be entitled to an assignment of the proceeds of insurance, if any, referable to such damage or destruction. Where any damage or destruction is not substantial, the Purchaser will complete the Transaction and will be entitled to an assignment of the proceeds of insurance, if any, referable to such damage or destruction provided that such damage or destruction is insured or, otherwise, to an agreed abatement. If any Dispute arises under this Section 7.1 as to whether damage or destruction is substantial or with respect to the amount of any abatement, such Dispute will be determined in accordance with Section 10.2.

## **ARTICLE 8 CLOSING**

### **8.1 Closing**

The completion of the Transaction will take place at the Montreal offices of McCarthy Tétrault LLP, as of the Time of Closing, or as otherwise determined by mutual agreement of the parties in writing.

### **8.2 Purchaser's Deliveries on Closing**

At or before the time of Closing, the Purchaser will execute and deliver or will cause to be executed and delivered (or, where applicable, make payment) to the Vendors the following, each of which will be in form and substance satisfactory to the Vendors, acting reasonably:

- (a) payment of the Purchase Price in accordance with Article 3;

- (b) an intellectual property assignment agreement in a form acceptable to the parties (the “**Intellectual Property Assignment**”);
- (c) if requested by the Purchaser, an assumption and assignment agreement with respect to the Assumed Contracts in a form acceptable to the parties (the “**Assumption and Assignment**”) and entry of any necessary assignment order(s) from the CCAA Court in a form acceptable to the parties (an “**Assignment Order**”); and
- (d) a certificate of an officer of the Purchaser, dated the Closing Date, confirming that the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on the Closing Date and that the conditions in favour of the Purchaser contained in this Agreement have been fulfilled, performed, satisfied or waived as of the Closing Date.

### **8.3 Vendors’ Deliveries on Closing**

At or before the Time of Closing, the Vendors will execute and deliver to the Purchaser the following, each of which will be in form and substance satisfactory to the Purchaser acting reasonably:

- (a) the Intellectual Property Assignment;
- (b) if requested by the Purchaser, the Assumption and Assignment and entry of any Assignment Order;
- (c) a certificate of an officer of each of the Vendors, dated as of the Closing Date, confirming that the representations and warranties of the Vendors contained in this Agreement are true as of the Closing Date, with the same effect as though made on the Closing Date and that the conditions in favour of the Vendors contained in this Agreement have been fulfilled, performed, satisfied or waived as of the Closing Date; and
- (d) such further and other documentation as is referred to in this Agreement for delivery at Closing and as the Purchaser may reasonably require to give effect to the Transaction and the terms and conditions of this Agreement.

### **8.4 Purchaser's Acknowledgement**

The Purchaser acknowledges that the Vendors are selling the right, title and interest in and to the Purchased Assets pursuant to the Approval and Vesting Order. The Purchaser agrees to purchase and accept the right, title and interest of the Vendors in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement, the Assignment and Assumption Agreement, the Assignment of Intellectual Property and the Approval and Vesting Order.

### **8.5 Possession of Purchased Assets**

On Closing, the Purchaser will take possession of the Purchased Assets wherever situate at the Time of Closing. In no event will the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in this Agreement and in the Approval and Vesting Order have been satisfied, including the Approval and Vesting Order, and the Purchaser has satisfied all delivery requirements outlined in Section 8.2 and this Agreement.

## **8.6 Amendment to Registrations**

The Vendors hereby authorizes the Purchaser or its counsel, Aird & Berlis LLP and Ropes & Gray LLP, to file, upon Closing, such amendments to or transfers of any provincial, federal or international registrations of the Vendors' interests in the Purchased Assets as are necessary to reflect the Purchaser's acquisition of the Purchased Assets.

## **ARTICLE 9 POST-CLOSING COVENANTS**

### **9.1 Preservation of Records**

The Purchaser will preserve and keep the Books and Record for a period of one (1) year following the Closing Date, and will make such records available during normal business hours to the Vendors as may be reasonably required by such party in connection with completing the administration of CCAA Proceedings, any insurance claims by, actions or tax audits against, or governmental investigations of the Vendors or any of their respective Affiliates or in order to enable the Vendors to comply with its obligations under this Agreement and each other agreement, document, or instrument contemplated hereby. The Purchaser will be entitled to have a representative present during any such review. Any out of pocket costs arising from any such review will be for the account of the Vendors. In the event the Purchaser wishes to destroy such records before or after that time, such party will first give 60 days prior written notice to the Vendors, the Vendors will have the right, at their option and expense, upon prior written notice given to Purchaser within such 60 day period, to take possession of the records within 120 days after the date of such notice. It is understood and agreed that the Purchaser will not be responsible or liable to the Vendors for any accidental loss or destruction to such Books and Records.

### **9.2 Further Assurances**

From time to time after the Closing Date, each party will at the request of any other party execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Assets to the Purchaser and carry out the intent of this Agreement and the Transaction contemplated herein.

### **9.3 Excluded Assets**

The Purchaser will promptly notify the Vendors of any Excluded Assets which may come into the possession or control of the Purchaser, and will promptly release such Excluded Assets to the Vendors, or to such other Person as the Vendors may direct in writing.

### **9.4 Confidentiality**

After the Closing, subject to any order of the CCAA Court, the Vendors will keep confidential all information in their possession or under their control relating to the Business and the Purchased Assets, unless such information is or becomes generally available to the public other than as a result of a disclosure by the Vendors in violation of this Agreement.

### **9.5 Access to Premises and Removal of Purchased Assets**

The Vendors shall provide the Purchaser and its employees, agents, advisors, and representatives access to the Premises from the first Business Day after the Closing Date until the earlier of (i) the date on which the CCAA Proceedings are terminated in accordance with an order from the CCAA Court and (ii) October 31, 2023 to remove the Purchased Assets.



**ARTICLE 10  
GENERAL CONTRACT PROVISIONS**

**10.1 Notice**

All notices, requests, demands, waivers, consents, agreements, approvals, communications or other writings required or permitted to be given hereunder or for the purposes hereof (“**Notice**”) must be in writing and sent by personal delivery, courier, emailed PDF or facsimile, addressed to the party to whom it is given, as follows:

(a) to the Vendors

c/o IMV Inc.  
130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia  
Dartmouth, Nova Scotia B3B 2C4

Attention: Brittany Davison  
Email: bdavison@imv-inc.com

with a copy to:

McCarthy Tétrault LLP  
1000 De La Gauchetière Street West  
Suite MZ400  
Montréal, QC H3B 0A2

Attention: Alain Tardif  
Email: atardif@mccarthy.ca

and a copy to:

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

Attention: Jeffrey Rosenberg  
Email: jeffrey.rosenberg@fticonsulting.com

(b) to the Purchaser:

c/o Horizon Technology Finance Corporation  
312 Farmington Avenue  
Farmington, CT 06032

Attention: Jay Bombara  
Email: jay@horizontechfinance.com

with a copy to (which shall not constitute notice):

Aird & Berlis LLP  
 Brookfield Place  
 Suite 1800, Box 754  
 181 Bay Street  
 Toronto, ON M5J 2T9

Attention: Kyle Plunkett  
 Email: kplunkett@airdberlis.com

and a copy to (which shall not constitute notice):

Ropes & Gray LLP  
 Prudential Tower  
 800 Boylston Street  
 Boston, MA 02199-3600  
 USA

Attention: Patricia Chen  
 Email: patricia.chen@ropesgray.com

A Notice is deemed to be given and received (i) if sent by email, personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (ii) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

## **10.2 Disputes**

If any dispute (a "**Dispute**") arises with respect to any matter related to this Agreement or the Transaction contemplated herein, such Dispute will be determined by the CCAA Court in the CCAA Proceedings, or by such other Person or in such other manner as the CCAA Court may direct.

## **10.3 Third Party Beneficiaries**

The Vendors and the Purchaser intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the parties. No Person, other than the parties is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

## **10.4 Expenses**

Except as otherwise expressly provided in this Agreement, each party will pay for its own costs and expenses incurred in connection with this Agreement and the Transaction contemplated herein. The costs and expenses referred to in this Section 10.4 are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the Transaction contemplated by this Agreement, including the fees and expenses of legal counsel, investment advisers and accountants.

**10.5 Amendments**

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendors and the Purchaser.

**10.6 Waiver**

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

**10.7 Survival**

Save and except as provided in Sections 2.4, and 3.4 and Article 9, the covenants, representations and warranties will not survive the Closing.

**10.8 Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the Transactions contemplated herein, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such Transaction.

**10.9 Successors and Assigns**

This Agreement becomes effective only when executed by the Vendors and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Vendors and the Purchaser and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any party without the prior written consent of the other parties, except by operation of Applicable Law to a trustee in bankruptcy of the Vendors; provided, that the Purchaser may assign its rights and obligations under this Agreement to a special purpose vehicle formed by the Secured Lenders to hold the Purchased Assets.

**10.10 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

**10.11 Time of the Essence**

Time will be of the essence, provided that if the parties establish a new time for the performance of an obligation, time will again be of the essence of the new time established.

**10.12 Paramountcy**

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement will prevail to the extent of such conflict or inconsistency.

**10.13 Waiver of Jury Trial**

Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or in the Transactions contemplated hereby.

**10.14 Agent/Brokers Fees**

The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Vendors on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendors against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

**10.15 Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. The parties irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia.

**10.16 Counterparts**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

[signature page follows]

**IN WITNESS WHEREOF** this Agreement has been executed by the parties as of the date first above written.

**IMV INC.**

Per: DocuSigned by:  
Brittany Davison  
E54181BF1DF7455  
Name: Brittany Davison  
Title: CAO

**IMMUNOVACCINE TECHNOLOGIES INC.**

Per: DocuSigned by:  
Brittany Davison  
E54181BF1DF7455  
Name: Brittany Davison  
Title: CAO

**HORIZON TECHNOLOGY FINANCE CORPORATION, as Collateral Agent and as a Secured Lender**

Per: \_\_\_\_\_  
Name:  
Title:

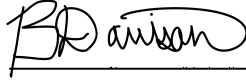
**ACKNOWLEDGED AND AGREED:**

**POWERSCOURT INVESTMENTS XXV LP, as a Secured Lender**

Per: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF** this Agreement has been executed by the parties as of the date first above written.

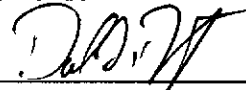
**IMV INC.**

Per:   
Name:  
Title:

**IMMUNOVACCINE TECHNOLOGIES INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**HORIZON TECHNOLOGY FINANCE CORPORATION, as Collateral Agent and as a Secured Lender**

Per:   
Name: Daniel S. Devorsetz  
Title: Chief Operating Officer

**ACKNOWLEDGED AND AGREED:**

**POWERSCOURT INVESTMENTS XXV LP, as a Secured Lender**

**By: Powerscourt Investments GP, LLC, as general partner**

**By: Maples Fiduciary Services (Delaware) Inc., as managing member**

Per: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF** this Agreement has been executed by the parties as of the date first above written.

**IMV INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**IMMUNOVACCINE TECHNOLOGIES INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**HORIZON TECHNOLOGY FINANCE CORPORATION, as Collateral Agent and as a Secured Lender**

Per: \_\_\_\_\_  
Name: Daniel S. Devorsetz  
Title: Chief Operating Officer

**ACKNOWLEDGED AND AGREED:**

**POWERSCOURT INVESTMENTS XXV LP, as a Secured Lender**

**By: Powerscourt Investments GP, LLC, as general partner**

**By: Maples Fiduciary Services (Delaware) Inc., as managing member**

Per: \_\_\_\_\_  
Name: Scott Huff  
Title: Authorized Signatory

**SCHEDULE "A"**  
**ASSUMED CONTRACTS**

**[To be completed within two (2) Business Days from Closing]**



**SCHEDULE "B"**  
**INTELLECTUAL PROPERTY**

[See attached]

## **SCHEDULE OF PATENT PROPERTIES ASSIGNED TO IMMUNOVACCINE TECHNOLOGIES INC.**

### **Vaccines with Enhanced Immune Response and Methods for Their Preparation**

- Priority Applications: US 60/246,075 (filed November 7, 2000)  
US 60/307,159 (filed July 24, 2001)
- International Application: PCT/CA2001/001530 (filed October 31, 2001)
- Inventors: 1) BROWN, Robert                      3) KIMMINS, Warwick  
2) POHAJDAK, Bill

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Expiry Date (or projected where indicated)</b>
United States	12/313,468	October 31, 2001	8,628,937	June 18, 2023 (includes 589 day term adjustment)

### **Use of Liposomes in a Water-in-Oil Emulsion or a Continuous Hydrophobic Carrier as a Vehicle for Cancer Treatment**

- Priority Applications: CA 2,523,032 (filed October 7, 2005)  
CA 2,533,705 (filed January 13, 2006)  
CA 2,542,212 (filed April 7, 2006)  
US 60/806,573 (filed July 5, 2006)
- International Application: PCT/CA2006/001640 (filed October 5, 2006)
- Inventors: 1) DAFTARIAN, Pirouz                      4) BROWN, Robert  
2) MANSOUR, Marc                                      5) KAST, Wijbe  
3) POHAJDAK, Bill

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Expiry Date (or projected where indicated)</b>
Canada	2,622,464	October 5, 2006	2,622,464	October 5, 2026
United States	15/897,025	October 5, 2006	10,272,042	October 5, 2026
Australia	2006301891	October 5, 2006	2006301891	October 5, 2026
China	200680036783.2	October 5, 2006	101282742	October 5, 2026
Japan	2008-533836	October 5, 2006	5528703	October 5, 2026
India	2866/DELNP/2008	October 5, 2006	266563	October 5, 2026

Europe	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Belgium	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Switzerland & Liechtenstein	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Germany	06790800.4	October 5, 2006	602006039607.4	October 5, 2026
Spain	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
France	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Great Britain	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Ireland	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Italy	06790800.4	October 5, 2006	502014902241434	October 5, 2026
The Netherlands	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
United States	14/674,063	October 5, 2006	9,925,142	February 16, 2027 (includes 134 day term adjustment)

**Use of Liposomes in a Carrier Comprising a Continuous Hydrophobic Phase  
for Delivery of Polynucleotides *In Vivo***

- Priority Applications: US 60/975,602 (filed September 27, 2007)  
US 61/061,303 (filed June 13, 2008)
- International Application: PCT/CA2008/001678 (filed September 24, 2008)
- Inventors: 1) MANSOUR, Marc                      3) WEIR, Genevieve  
2) KARKADA, Mohan

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
India	411/MUMNP/2010	September 24, 2008		September 24, 2028 (projected)
China	201610656942.4	September 24, 2008		September 24, 2028 (projected)
Hong Kong	17106867.8	September 24, 2008		September 24, 2028 (projected)
United States	16/254,716	September 24, 2008	11,235,069	September 29, 2028 (includes 5 day term adjustment)
United States	17/314,141	September 24, 2008		September 24, 2028

				(projected/absent term extension)
Australia	2008303023	September 24, 2008	2008303023	September 24, 2028
Japan	2010-526115	September 24, 2008	5731198	September 24, 2028
Europe	08800369.4	September 24, 2008	2 197 497	September 24, 2028
Belgium	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Switzerland & Liechtenstein	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Germany	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Spain	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
France	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Great Britain	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Ireland	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Italy	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
The Netherlands	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
United States	12/679,875	September 24, 2008	9,498,493	December 6, 2029 (includes 438 day term adjustment)
Japan	2015-079967	September 24, 2008	6016970	September 24, 2028
Canada	2,700,808	September 24, 2008	2,700,808	September 24, 2028
United States	15/290,567	September 24, 2008	10,232,052	September 24, 2028

**Water-Free Compositions Comprising an Antigen an Amphipathic Compound and a Hydrophobic Carrier, and Uses Thereof**

- Priority Applications: US 60/977,197 (filed October 3, 2007)
- International Application: PCT/CA2008/001747 (filed October 2, 2008)
- Inventors: MANSOUR, Marc

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Brazil	PI0817484-9	October 2, 2008	PI0817484-9	October 2, 2028
Australia	2008307042	October 2, 2008	2008307042	October 2, 2028
Japan	2010-527303	October 2, 2008	5591705	October 2, 2028
China	200880110239.7	October 2, 2008	101815529	October 2, 2028
Canada	2,700,828	October 2, 2008	2,700,828	October 2, 2028

**Compositions Comprising Liposomes, an Antigen, a Polynucleotide and  
a Carrier Comprising a Continuous Phase of a Hydrophobic Substance**

- Priority Applications: US 61/059,043 (filed June 5, 2008)
- International Application: PCT/CA2009/000692 (filed May 22, 2009)
- Inventors: 1) MANSOUR, Marc  
2) SAMMATUR, Leeladhar  
3) MACDONALD, Lisa  
4) KARKADA, Mohan  
5) WEIR, Genevieve  
6) FUENTES-ORTEGA, Antar

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Expiry Date (or projected where indicated)</b>
United States	16/283,486	May 22, 2009		May 22, 2029 (projected / absent term extension)
India	7749/CHENP/2010	May 22, 2009	408416	May 22, 2029
Brazil	PI0913612-6	May 22, 2009	PI0913612-6	May 22, 2029
Singapore	201008208-9	May 22, 2009	166901	May 22, 2029
Australia	2009253780	May 22, 2009	2009253780	May 22, 2029
Japan	2011-511943	May 22, 2009	5715051	May 22, 2029
Japan	2014/231396	May 22, 2009	6143731	May 22, 2029
Japan	2017-024007	May 22, 2009	6448676	May 22, 2029
China	200980120883.7	May 22, 2009	102056622	May 22, 2029
Europe	09756985.9	May 22, 2009	EP 2 296 696	May 22, 2029
Belgium	09756985.9	May 22, 2009	EP 2 296 696	May 22, 2029
Switzerland & Liechtenstein	09756985.9	May 22, 2009	EP 2 296 696	May 22, 2029
Germany	09756985.9	May 22, 2009	602009026307.2	May 22, 2029
Spain	09756985.9	May 22, 2009	EP 2 296 696	May 22, 2029
France	09756985.9	May 22, 2009	EP 2 296 696	May 22, 2029
Great Britain	09756985.9	May 22, 2009	EP 2 296 696	May 22, 2029
Ireland	09756985.9	May 22, 2009	EP 2 296 696	May 22, 2029
Italy	09756985.9	May 22, 2009	502014902312527	May 22, 2029
The Netherlands	09756985.9	May 22, 2009	EP 2 296 696	May 22, 2029

Hong Kong	11109850.7	May 22, 2009	HK1155642	May 22, 2029
Canada	2,723,918	May 22, 2009	2,723,918	May 22, 2029
Israel	209775	May 22, 2009	209775	May 22, 2029

**Liposome compositions comprising an adjuvant that activates or increases the activity of TLR2 and uses thereof**

- Priority Application: US 61/544,020 (filed October 6, 2011)
- International Application: PCT/CA2012/050705 (filed October 5, 2012)
- Inventors: 1) MANSOUR, Marc                      4) SUMMATUR, Leeladhar  
2) MACDONALD, Lisa Diana   5) SHARP, Kendall  
3) WEIR, Genevieve Mary

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Canada	2,850,857	October 5, 2012	2,850,857	October 5, 2032
United States	16/139,361	October 5, 2012	11,077,184	October 5, 2032 (includes 6 day term adjustment but terminally disclaimed over US 10,105,435)
United States	17/350,781	October 5, 2012		October 5, 2032 (projected / absent term extension)
Europe	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Belgium	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
France	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Germany	12838879.0	October 5, 2012	602012073542.2	October 5, 2032
Great Britain	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Ireland	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Italy	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Netherlands	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Spain	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Switzerland	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Japan	2017-138141	October 5, 2012	6625587	October 5, 2032

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
China	201280059879.6	October 5, 2012	103998058	October 5, 2032
China	2021112159042	October 5, 2012		October 5, 2032 (projected)
India	2581/CHENP/2014	October 5, 2012	342041	October 5, 2032
Brazil	BR112014007927-7	October 5, 2012	BR112014007927-7	October 5, 2032
Hong Kong	15101540.6	October 5, 2012	HK1201044	October 5, 2032
Australia	2012321022	October 5, 2012	2012321022	October 5, 2032
Japan	2014-533747	October 5, 2012	6240077	October 5, 2032
Israel	231888	October 5, 2012	231888	October 5, 2032
United States	14/347,928	October 5, 2012	10,105,435	October 5, 2032
Singapore	11201401177W	October 5, 2012	11201401177W	October 5, 2032

#### Method for Improving the Efficacy of a Survivin Vaccine in the Treatment of Cancer

- Priority Application: None
- International Application: PCT/CA2013/050248 (filed March 27, 2013)
- Inventors: 1) MANSOUR, Marc                      3) WEIR, Genevieve Mary  
2) BERINSTEIN, Neil L.                      4) STANFORD, Marianne M

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Canada	2,908,042	March 27, 2013		March 27, 2033 (projected)
Australia	2013384879	March 27, 2013	2013384879	March 27, 2033
Japan	2016-504427	March 27, 2013	6254251	March 27, 2033
China	201380076924.3	March 27, 2013	105324128	March 27, 2033
China	202010788390.9	March 27, 2013		March 27, 2033 (projected)
Hong Kong	42021030754.2	March 27, 2013		March 27, 2033
United States	14/778,897	March 27, 2013	10,022,441	April 17, 2033 (includes 21 day term adjustment)

United States	16/013,834	March 27, 2013	10,729,766	March 27, 2033
United States	16/941,814	March 27, 2013		March 27, 2033 (projected / absent term extension)
Europe	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Belgium	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Switzerland & Liechtenstein	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Germany	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Spain	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
France	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Great Britain	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Ireland	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Italy	18188268.9	March 27, 2013	502021000065435	March 27, 2033
The Netherlands	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Europe	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Belgium	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Switzerland & Liechtenstein	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Germany	13880361.4	March 27, 2013	602013044063.8	March 27, 2033
Spain	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
France	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Great Britain	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Ireland	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Italy	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
The Netherlands	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Hong Kong	16109118.0	March 27, 2013	HK1220914	March 27, 2033





**Adjuvanting Systems and Water-Free Vaccine Compositions Comprising a PolyI:C Polynucleotide Adjuvant and a Lipid-based Adjuvant**

- Priority Application: 62/256,875 (filed November 18, 2015)
- International Application: PCT/CA2016/051324 (filed November 15, 2016)
- Inventors: 1) WEIR, Genevieve Mary    3) LIWSKI, Robert  
                          2) MACDONALD, Lisa Diana    4) MANSOUR, Marc

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Expiry Date (or projected where indicated)</b>
Australia	2016355926	November 15, 2016		November 15, 2036 (projected)
Canada	3,005,127	November 15, 2016	3,005,127	November 15, 2036 (projected)
China	201680078577.1	November 15, 2016		November 15, 2036 (projected)
Europe	16865342.6	November 15, 2016		November 15, 2036 (projected)
India	201817021523	November 15, 2016		November 15, 2036 (projected)
Japan	2018-524713	November 15, 2016	6989134	November 15, 2036
Japan	2021-128886	November 15, 2016		November 15, 2036 (projected)
United States	15/777,120	November 15, 2016	11,160,861	October 11, 2037 (includes 330 day term adjustment)
United States	17/480,304	November 15, 2016		November 15, 2036 (projected / absent term extension)

**Vaccine Compositions Comprising an Amphipathic Compound, a Neoantigen  
and a Hydrophobic Carrier, and Methods of Use Thereof**

- Priority Application: US 62/331,770 (filed May 4, 2016)
- International Application: PCT/CA2017/050539 (filed May 3, 2017)
- Inventors: 1) STANFORD, Marianne 3) ORS, Frederic  
2) WEIR, Genevieve Mary 4) SAMMATUR, Leeladhar

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Canada	3,022,924	May 3, 2017		May 3, 2037 (projected)
China	201780039589.8	May 3, 2017		May 3, 2037 (projected)
Europe	17792333.1	May 3, 2017		May 3, 2037 (projected)
Japan	2018-557796	May 3, 2017		May 3, 2037 (projected)
Japan	2022-089582	May 3, 2017		May 3, 2037 (projected)
United States	16/098,042	May 3, 2017	11,260,116	March 6, 2038 (includes 307 day term adjustment)
United States	17/580,728	May 3, 2017		May 3, 2037 (projected)



**Pharmaceutical Compositions, Methods for Preparation using  
Lipid Vesicle Particles of Defined Size, and Uses Thereof**

- Priority Application: 62/530,498 (filed July 10, 2017)
- International Application: PCT/CA2017/051336 (filed November 9, 2017)
- Inventors: 1) SAMMATUR, Leeladhar 5) WEIR, Genevieve  
2) RAJAGOPALAN, Rajkannan 6) STANFORD, Marianne  
3) SHARMA, Arthvan 7) PENWELL, Andrea  
4) KALIAPERUMAL, Valarmathy

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Australia	20174233053	November 9, 2017		November 9, 2037 (projected)
Canada	3,069,019	November 9, 2017		November 9, 2037 (projected)
China	201780094129.5	November 9, 2017		November 9, 2037 (projected)
Europe	17917340.6	November 9, 2017		November 9, 2037 (projected)
India	202017003925	November 9, 2017		November 9, 2037 (projected)
Japan	2020-500810	November 9, 2017		November 9, 2037 (projected)
United States	16/629,780	November 9, 2017		November 9, 2037 (projected / absent term extension)

**Pharmaceutical Compositions, Methods for Preparation Comprising  
Sizing of Lipid Vesicle Particles, and Uses Thereof**

- International Application: PCT/CA2017/051335 (filed November 9, 2017)
- Inventors:       1) SAMMATUR, Leeladhar                               5) WEIR, Genevieve  
                  2) RAJAGOPALAN, Rajkannan                               6) STANFORD, Marianne  
                  3) SHARMA, Arthvan   7) PENWELL, Andrea  
                  4) KALIAPERUMAL, Valarmathy

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Australia	2017438994	November 9, 2017		Will abandon on November 9, 2023, for non-payment of MF
Canada	3,091,974	November 9, 2017		November 9, 2037 (projected)
China	201780098137.7	November 9, 2017		November 9, 2037 (projected)
Europe	17931556.9	November 9, 2017		November 9, 2037 (projected)
India	2020017023022	November 9, 2017		Marked for passive abandonment – pending next OA
Japan	2020-526030	November 9, 2017	7103726	November 9, 2037 (projected)
United States	16/762,286	November 9, 2017		November 9, 2037 (projected / absent term extension)
Hong Kong	62021024895.6	November 9, 2017		November 9, 2037 (projected)

**Methods And Compositions For Targeted Delivery Of Active Agents  
And Immunomodulatory Agents To Lymph Nodes**

- Priority Application: 62/645,249 (filed March 20, 2018)
- International Application: PCT/CA2019/050328 (filed March 18, 2019)
- Inventors: 1) RAJAGOPALAN, Rajkannan 4) TORREY, Heather  
2) SAMMATUR, Leeladhar 5) WEIR, Genevieve  
3) STANFORD, Marianne
- **Published September 26, 2019 as WO/2019/178677**

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Australia	2019239785	March 18, 2019		Will abandon on March 18, 2023, for non-payment of MF
Canada	3,094,405	March 18, 2019		March 18, 2039 (projected)
China	201980032559.3	March 18, 2019		March 18, 2039 (projected)
Europe	19772567.4	March 18, 2019		March 18, 2039 (projected)
India	202017045315	March 18, 2019		Will abandon on August 2, 2023, for non-response to OA
Japan	2020-550076	March 18, 2019		March 18, 2039 (projected)
United States	16/981,758	March 18, 2019		March 18, 2039 (projected) absent term extension)

## Methods for Improving the Efficacy of a Survivin Therapeutic in the Treatment of Tumors

- Priority Application: 62/769,347 (filed November 19, 2018)
- International Application: PCT/IB2019/059899 (filed November 18, 2019)
- 
- Inventors: 1) STANFORD, Marianne 4) WEIR, Genevieve  
2) Fiset, Stephan 5) RAJAGOPALAN, Rajkannan  
3) MACDONALD, Lisa
- **Published May 28, 2020 as WO/2020/104923**

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Canada	3,119,910	November 18, 2019		November 18, 2039 (Projected)  (S&B responsible for CA National Phase Entry only)
Australia	2019383785	November 18, 2019		November 18, 2039 (projected)
Taiwan	108141982	November 18, 2019		November 18, 2039 (projected)
Europe	19887650.0	November 18, 2019		November 18, 2039 (projected)
China	2019800894039	November 18, 2019		November 18, 2039 (projected)
Japan	2021-527070	November 18, 2019		November 18, 2039 (projected)
United States	17/294,713	November 18, 2019		November 18, 2039 (projected/absent term extension)
Hong Kong	62022050169.1	November 18, 2019		November 18, 2039 (projected)



**Oil-in-Water Emulsion Formulations for Delivery of Active or Therapeutic Agents**

- Priority Application: 62/915,696 (filed October 16, 2019)
- International Application: PCT/CA2020/051377 (filed October 15, 2020)
- Inventors: 1) RAJAGOPALAN, Rajkannan  
2) STANFORD, Marianne  
3) TORREY, Heather
- **Published April 22, 2021 as WO/2021/072535**

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Canada	3,153,179	October 15, 2020		October 15, 2040 (projected)
Australia	2020366289	October 15, 2020		October 15, 2040 (projected)
China	2020800794565	October 15, 2020		October 15, 2040 (projected)
Europe	20877544.5	October 15, 2020		October 15, 2040 (projected)
Hong Kong	62023068797.7	October 15, 2020		October 15, 2040 (projected)
India	202217018246	October 15, 2020		October 15, 2040 (projected)
Japan	2022-522804	October 15, 2020		October 15, 2040 (projected)
South Korea	10-2022-7015771	October 15, 2020		October 15, 2040 (projected)
United States	17/768,335	October 15, 2020		Will abandon on April 15, 2023, for not filing a Response to outstanding action

**SARS-COV-2 Vaccine Compositions and Methods of Preparation and Use**

- Priority Applications: US 63/051,223 (filed July 13, 2020),  
US 63/062,702 (filed August 7, 2020)
- International Application: PCT/IB2021/000464 (filed July 13, 2021)
- Inventors: 1) STANFORD, Marianne
- 2) RAJAGOPALAN, Rajkannan
- 2) HRYTSENKO, Olga
- 3) BYDOUN, Moamen
- 4) PATTERSON, Kelcey Grace
  
- **Published January 20, 2022 as WO/2022/013609**
  
- **\*\*\* Family Passively Abandoned\*\*\***

**Methods of Treating Diffuse Large B-Cell Lymphoma**

- Inventors: 1) Fiset, Stephan
- 2) BRAMHECHA, Yogesh
- 3) CONLON, Rebekah
- 4) BERINSTEIN, Neil
  
- **Published April 21, 2022 as WO/2022/079490**

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/091,061	October 13, 2020		N/A
US	63/110,743	November 6, 2020		N/A
US	63/121,486	December 4, 2020		N/A
PCT	PCT/IB2021/000688	October 13, 2021		October 13, 2041 (Assuming national entry in countries with a 20-year patent term.)

### Lipid Compositions Comprising Polynucleotide Antigens

- Inventors: 1) STANFORD, Marianne
- 2) ORS, Frederic
- 2) HRYTSENKO, Olga
- 3) RAJAGOPALAN, Rajkannan

- Published March 31, 2022 as WO/2022/064274

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/084,179	September 28, 2020		N/A
PCT	PCT/IB2021/000650	September 28, 2021		September 28, 2041  (Assuming national entry in countries with a 20-year patent term.)

### Survivin and Mage-A9 Dual-Targeted Immunotherapy

- Inventors: 1) FRADET, Yves
- 5) BRAMHECHA, Yogesh
- 2) BERGERON, Alain
- 6) MACDONALD, Lisa
- 3) PICARD, Valarie
- 4) Fiset, Stephan

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/250,130	September 29, 2021		N/A
PCT	PCT/IB2022/000557	September 29, 2022		September 29, 2042  (Assuming national entry in countries with a 20-year patent term.)

### Compositions That Recruit and Activate Antigen Presenting Cells

- Inventors: 1) DIRK, Brennan
- 2) BYDOUN, Moamen
- 3) HRYTSENKO, Olga
- 4) GRAFF, Jeremy
- 5) RAJAGOPALAN, Rajkannan

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/422,771	November 4, 2022		N/A

### Vaccine Compositions Comprising a Neoantigen of KRAS

- Inventors: 1) HRYTSENKO, Olga
- 2) RAJAGOPALAN, Rajkannan
- 3) PORTALES CERVANTES, Liliana

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/423,335	November 7, 2022		N/A

### Methods of Making Lipid Adjuvanted Compositions

- Inventors: 1) RAJAGOPALAN, Rajkannan
- 2) LUCAS, Leanne Jennifer

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/449,734	March 3, 2023		N/A

### Methods of Making Dried Pharmaceutical Compositions

- Inventors: 1) RAJAGOPALAN, Rajkannan

2) LUCAS, Leanne Jennifer

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Projected Expiry Date</b>
US	63/449,779	March 3, 2023		N/A

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**SCHEDULE OF PATENT PROPERTIES LICENSED TO IMMUNOVACCINE TECHNOLOGIES INC.**

**Respiratory Syncytial Virus Vaccine**

- Priority Applications: GB 1019240.9 (filed November 15, 2010)  
US 61/458,012 (filed November 15, 2010)
- International Application: PCT/EP2011/070161 (filed November 15, 2011)
- Licensed from VIB VZW
- Inventors: 1) SAELENS, Xavier  
2) SCHEPENS, Bert  
3) FIERS, Walter

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Expiry Date (or projected where indicated)</b>
Canada	2,820,614	November 15, 2011		Will abandon on April 12, 2023, for not paying issue fee
United States	13/885,388	November 15, 2011	9,409,973	May 19, 2032 (includes 186 day term adjustment)
United States	15/197,001	November 15, 2011	10,117,926	November 15, 2031
United States	17/078,704	November 15, 2011		Will abandon on March 12, 2023, for not filing a Response to outstanding action
Australia	2011331251	November 15, 2011	2011331251	November 15, 2031
China	201180064939.9	November 15, 2011	103379916	November 15, 2031
Japan	2013543860	November 15, 2011	6016799	November 15, 2031
Europe	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Belgium	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Switzerland & Liechtenstein	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Germany	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Spain	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
France	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Great Britain	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Ireland	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Italy	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031

The Netherlands	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
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### Survivin-Derived Peptides and Use Thereof

- Priority Applications: US 10/354,090 (abandoned; filed January 30, 2003)  
US 10/715,417 (filed November 19, 2003)
- International Application: PCT/DK2004/000062 (filed January 30, 2004)
- Licensed from Merck KGaA – Prosecution and maintenance of this patent family are the responsibility of Merck KGaA; the provided list is based on database searches.
- Projected Family Expiry: January 30, 2024 (Absent any national term extensions)
- Inventors: 1) STRATEN, Eivind Per Thor  
2) ANDERSEN, Mads Hald

Country	Patent Number
Australia	2004208496
Canada	2,513,104
China	101906148
China	1767848
China	103288920
Eurasia	200501206
Hong Kong	1087335
Hong Kong	1126668
Hong Kong	1134030
Hong Kong	1209049
Hong Kong	1209050
Japan	5121143
Japan	5509185
Japan	5931585
Japan	6021961
Mexico	05008128
New Zealand	541510
United States	7,892,559
United States	8,318,174
United States	RE48,522
Europe	EP 1 587 532
Austria	EP 1 587 532
Belgium	EP 1 587 532

Switzerland & Liechtenstein	EP 1 587 532
Czechia	EP 1 587 532
Germany	EP 1 587 532
Spain	EP 1 587 532
Finland	EP 1 587 532
France	EP 1 587 532
Great Britain	EP 1 587 532
Greece	EP 1 587 532
Hungary	EP 1 587 532
Ireland	EP 1 587 532
Italy	EP 1 587 532
Luxembourg	EP 1 587 532
Netherlands	EP 1 587 532
Portugal	EP 1 587 532
Sweden	EP 1 587 532
Slovakia	EP 1 587 532
Turkey	EP 1 587 532
Europe	EP 2 005 966
Austria	EP 2 005 966
Belgium	EP 2 005 966
Switzerland & Liechtenstein	EP 2 005 966
Czechia	EP 2 005 966
Germany	EP 2 005 966
Spain	EP 2 005 966
Finland	EP 2 005 966
France	EP 2 005 966
Great Britain	EP 2 005 966
Greece	EP 2 005 966
Hungary	EP 2 005 966
Ireland	EP 2 005 966
Italy	EP 2 005 966
Luxembourg	EP 2 005 966
Netherlands	EP 2 005 966
Portugal	EP 2 005 966
Sweden	EP 2 005 966



Slovakia	EP 2 005 966
Turkey	EP 2 005 966
Europe	EP 2 092 938
Austria	EP 2 092 938
Belgium	EP 2 092 938
Switzerland & Liechtenstein	EP 2 092 938
Czechia	EP 2 092 938
Germany	EP 2 092 938
Spain	EP 2 092 938
Finland	EP 2 092 938
France	EP 2 092 938
Great Britain	EP 2 092 938
Greece	EP 2 092 938
Hungary	EP 2 092 938
Ireland	EP 2 092 938
Italy	EP 2 092 938
Luxembourg	EP 2 092 938
Netherlands	EP 2 092 938
Portugal	EP 2 092 938
Sweden	EP 2 092 938
Slovakia	EP 2 092 938
Turkey	EP 2 092 938
Europe	EP 2 359 841
Austria	EP 2 359 841
Belgium	EP 2 359 841
Switzerland & Liechtenstein	EP 2 359 841
Czechia	EP 2 359 841
Germany	EP 2 359 841
Denmark	EP 2 359 841
Spain	EP 2 359 841
Finland	EP 2 359 841
France	EP 2 359 841
Great Britain	EP 2 359 841
Greece	EP 2 359 841
Hungary	EP 2 359 841

Ireland	EP 2 359 841
Italy	EP 2 359 841
Luxembourg	EP 2 359 841
Netherlands	EP 2 359 841
Portugal	EP 2 359 841
Sweden	EP 2 359 841
Turkey	EP 2 359 841
Europe	EP 2 857 034
Switzerland & Liechtenstein	EP 2 857 034
Germany	EP 2 857 034
Spain	EP 2 857 034
France	EP 2 857 034
Great Britain	EP 2 857 034
Italy	EP 2 857 034
Europe	EP 2 857 035
Switzerland & Liechtenstein	EP 2 857 035
Germany	EP 2 857 035
Spain	EP 2 857 035
France	EP 2 857 035
Great Britain	EP 2 857 035
Italy	EP 2 857 035
Norway	333213
Norway	334496
Norway	336825
Norway	340433
Norway	343244
Norway	344833

## Survivin Peptide Vaccine

- Priority Applications: US 60/650,751 (filed February 7, 2005)  
DK 200500173 (filed February 4, 2005)
- International Application: PCT/DK2006/000061 (filed February 3, 2006)
- Licensed from Merck KGaA – Prosecution and maintenance of this patent family are the responsibility of Merck KGaA; the provided list is based on database searches.
- Projected Family Expiry: February 3, 2026 (Absent any national term extensions)
- Inventors: 1) ANDERSEN, Mads Hald

Country	Patent Number
Australia	2006209951
Brazil	PI0607326
Canada	2,593,714
China	101111260
China	103143004
China	103169958
Hong Kong	1112367
Japan	5631357
Japan	2008528643
South Korea	20070108536
Mexico	2007009219
Russia	2396088
South Africa	200705943
Europe	EP 1 853 305
Austria	EP 1 853 305
Belgium	EP 1 853 305
Switzerland & Liechtenstein	EP 1 853 305
Czechia	EP 1 853 305
Germany	EP 1 853 305
Spain	EP 1 853 305
France	EP 1 853 305
Great Britain	EP 1 853 305
Greece	EP 1 853 305
Hungary	EP 1 853 305
Ireland	EP 1 853 305

Italy	EP 1 853 305
Luxembourg	EP 1 853 305
Netherlands	EP 1 853 305
Poland	EP 1 853 305
Sweden	EP 1 853 305

**SCHEDULE "C"**  
**REQUIRED CONSENTS**

**[To be completed within two (2) Business Days from the date of Closing]**

**SCHEDULE "D"**  
**APPROVAL AND VESTING ORDER**

[See attached]



**SUPREME COURT OF NOVA SCOTIA**

**IN THE MATTER OF:** Application by IMV Inc. and Immunovaccine Technologies Inc. and IMV USA Inc. (the “Applicants”), for relief under the *Companies’ Creditors Arrangement Act*

**Approval and Vesting Order**

Before the Honourable

in chambers:

The Applicants propose to make a compromise or arrangement under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the “**CCAA**”) and they applied for an initial order and, now or in the future, other relief under the CCAA as may be sought on notice of motion.

The following parties received notice of this application: see attached at Schedule “A”.

The following parties, represented by the following counsel, made submissions:

<u>Party</u>	<u>Counsel</u>
Applicant	<b>McCarthy Tétrault LLP</b> Alain N. Tardif François Alexandre Toupin
	<b>Stewart McKelvey Lawyers</b> Sara L. Scott
Monitor, FTI Consulting Canada Inc.	<b>Stikeman Elliott LLP</b> Maria Konyukhova Natasha Rambaran
Horizon Technology Finance Corporation, as collateral agent	<b>Aird &amp; Berlis LLP</b> Miranda Spence Kyle Plunkett

**WHEREAS** on May 1, 2023, this Court granted an Initial Order under the CCAA in respect of the Applicants (as amended and restated on May 5, 2023, the “**Initial Order**”), which, among other things, appointed FTI Consulting Canada Inc. as monitor in these proceedings (the “**Monitor**”);

**AND WHEREAS** on May 5, 2023, this Court granted an Amended and Restated Initial Order, which, among other things, approved a sale and investment solicitation process (the “**SISP**”) and the procedures of the SISP setting out the manner in which bids and proposals for a broad range of executable transactions in respect of the business and/or assets of the Applicants will be solicited from interested parties (the “**SISP Procedures**”);



**AND WHEREAS** the SISP Procedures provide that if no bid is received in the SISP that contemplates a purchase price sufficient to repay in cash all outstanding amounts owed to Horizon Technology Finance Corporation (“**Horizon**”) and Powerscourt Investments XXV LP (the “**Secured Lenders**”), the Secured Lenders shall be authorized to submit a credit bid under the SISP;

**AND WHEREAS** no bids were received in the SISP which contemplated a purchase price sufficient to repay in cash all outstanding amounts owed to the Secured Lenders;

**AND WHEREAS** Horizon, in its capacity as collateral agent for the Secured Lenders (in such capacity, the “**Collateral Agent**”), notified the Monitor that it wished to submit a credit bid on behalf of the Secured Lenders for certain of the Applicants’ assets, as it was authorized to do under the SISP Procedures;

**AND WHEREAS** the Collateral Agent, as purchaser (the “**Purchaser**”), has agreed to purchase from IMV Inc. and Immunovaccine Technologies Inc., as vendors (the “**Vendors**”), and the Vendors have agreed to sell to the Purchaser, all of the right, title and interest in and to the Purchased Assets (as that term is defined herein).

**AND UPON** motion of the Applicants for an Order:

- (a) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated September 1, 2023 (the “**Agreement**”) as between the Vendors and the Purchaser, and transferring to the Purchaser all of the Vendors’ right, title, and interest in and to the assets more particularly described in Schedule “B” (the “**Property**”); and
- (b) vesting and transferring all right, title, and interest in the Property to the Purchaser free and clear of all Claims (as defined below);

**AND UPON** reading the Fourth Report of the Monitor dated September 1, 2023 and the other materials on file herein;

**AND UPON** hearing the submissions on behalf of the Monitor and the Applicants;

**NOW UPON MOTION IT IS HEREBY ORDERED AND DECLARED THAT:**

### **Service**

1. The service of the Notice of Application in Chambers, and the supporting documents, as set out in the affidavit of service is hereby deemed adequate notice so that the motion is properly returnable today and further service thereof is hereby dispensed with.
2. Service of this Order is permitted at any time and place and by any means whatsoever.

### **Effective Time**

3. This Approval and Vesting Order and all of its provisions are effective as of 12:01 a.m. Halifax time, province of Nova Scotia, on the date of this Approval and Vesting Order.

## Sale Approval

4. The Transaction is hereby approved, and the execution and delivery of the Agreement by the Vendors is hereby authorized and approved, with such minor alterations, changes, amendments, deletions or additions thereto as may be agreed to, but only with the consent of the Monitor.
5. The Vendors are hereby authorized and directed to take such additional steps and execute such additional documents, including any agreement, contract, deed, provision, transaction or undertaking, as many be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser, or the Purchaser's assignee, nominee or designate as the case may be, pursuant to the Agreement;

## Vesting of Purchased Assets

6. Upon the delivery the Monitor's certificate, substantially in the form attached as Schedule "C" hereto (the "**Monitor's Certificate**"), to the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, and on the closing of the Transaction in accordance with the Agreement, all right, title and interest in and to the Property shall vest absolutely in the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing any encumbrances or charges created by the Initial Order, and all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Nova Scotia), *Land Registration Act* (Nova Scotia), or any other personal or real property registry system (all of which are collectively referred to as the "**Claims**").
7. The Property shall vest in the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, subject to any obligations or liabilities assumed by the Purchaser, or the Purchaser's assignee, nominee or designate pursuant to the Agreement.
8. For the purpose of determining the nature and priority of any Claims by operation of this Approval and Vesting Order, the proceeds from the Transaction shall stand in the place and stead of the Property, and from and after the closing of the Transaction, all Claims shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the closing of the Transaction.
9. The Monitor shall file with the Court a copy of the Monitor's Certificate forthwith after issuance thereof.
10. The Monitor may rely on written notice from the Purchaser and the Vendors in relation to the Agreement regarding the satisfaction of the conditions to closing under the Agreement and shall incur no liability with respect to the delivery of the Monitor's Certificate.

## Validity of the Transaction

11. Notwithstanding:
  - (a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of the Applicants and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants; or
- (d) the provisions of any federal or provincial legislation;

the entering into of the Agreement, the transfer of the Property to the Purchaser or the Purchaser’s assignee, nominee or designate as the case may be, and the vesting of the Property in the Purchaser, or the Purchaser’s assignee, nominee or designate as the case may be, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, any other applicable federal or provincial legislation or otherwise at law or equity, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

### *General*

- 12. This Approval and Vesting Order shall have full force and effect in all provinces and territories in Canada.
- 13. IMV Inc. is authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America, or elsewhere, for orders which aid and complement this Approval and Vesting Order and any subsequent orders of this Court and, without limitation to the foregoing, any orders under Chapter 15 of the United States Bankruptcy Code for which IMV Inc. shall be the foreign representative of the Applicants (the “**Foreign Representative**”). All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Applicants and the Foreign Representative as may be deemed necessary or appropriate for that purpose.
- 14. The aid and recognition of any Court, tribunal, regulatory or administrative body in Canada, the United States of America or elsewhere, to give effect to this Approval and Vesting Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Approval and Vesting Order. All Courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants, and the Monitor as may be necessary or desirable to give effect to this Approval and Vesting Order, to grant representative status to the Monitor or the authorized representative of the Applicants in any foreign proceeding, to assist the Applicants, and the Monitor, and to act in aid of and to be complementary to this Court, in carrying out the terms of this Approval and Vesting Order.
- 15. Any interested party, including the Applicant and the Monitor, may apply to this Court to vary or amend this Order on such notice required under the *Civil Procedure Rules* or as this Court may order.

Issued

, 2023

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Prothonotary

**Schedule "A"**  
**Service List**

**Appendix B-1**  
**List of Intellectual Property**

**Schedule “B”**  
**Description of the Property**

In this Order, “**Property**” means the “**Purchased Assets**” as defined in the Agreement of Purchase and Sale dated September 1, 2023, by and between Horizon Technology Finance Corporation, as purchaser, and IMV Inc. and Immunovaccine Technologies Inc., as vendors (the “**Agreement**”).

“**Purchased Assets**” means (i) the Intellectual Property; (ii) any Assumed Contracts; and (iii) the Books and Records.

All capitalized terms used in this Schedule “B” and not otherwise defined in this Schedule “B” shall have the following meaning :

“**Assumed Contracts**” means the contracts and agreements, if any, listed on Schedule “A” to the Agreement;

“**Books and Records**” means all privileged and non-privileged books, files and records used by the Vendors in respect of the Business which pertain to the Purchased Assets, recorded or stored by means of any device including in electronic form, including all clinical trial and experimental data, regulatory records, filings and correspondence, Intellectual Property records, promotional literature, equipment manuals and warranties, customer files and personnel records, which, for greater certainty, shall exclude books, files and records pertaining to the Excluded Assets;

“**Business**” means the clinical-stage biopharmaceutical business developing a portfolio of immune-educating therapies operated by the Vendors;

“**Cash and Cash Equivalents**” means cash, bank balances, monies in possession of banks and other depositories, term or time deposits, marketable securities, short term investments, funds, bankers’ acceptances, commercial paper, security entitlements, securities accounts and any other cash equivalents of Vendors;

“**Data Servers**” all cloud and physical data servers which holds any Intellectual Property;

“**Excluded Assets**” means all assets, properties and undertakings of the Vendors other than the Purchased Assets, including, without limitation, the following:

- (a) any Cash and Cash Equivalents;
- (b) any contracts, agreements or licenses other than the Assumed Contracts;
- (c) any employment agreements and any employee benefit plans for any employees;
- (d) any leases, including any leases to the Premises; and
- (e) any equipment, furniture or fixtures.

“**Intellectual Property**” means all intellectual and industrial property and any and all forms of protection having equivalent or similar effect anywhere in the world and all rights therein as recognized under the laws of Canada, United States, and/or any other countries or jurisdictions, whether registered or unregistered and including rights in and to: (a) Trademarks and service marks (and applications and registrations therefor and the goodwill associated therewith), whether

registered or not; (b) patents and patent rights (and applications and registrations therefor and divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same), whether registered or not; (c) copyrights and works of authorship (including applications and registrations therefor and like protections in each work or authorship and derivative work thereof), whether published or unpublished,; (d) mask works (and applications and registrations therefor); (e) trade names, trade styles, software and computer programs, source code, object code, licenses, methods, processes, drawings, specifications, descriptions, any memoranda, notes, and records with respect to any research and development, methods, processes, trade secrets, know-how, and proprietary and confidential technical or business information, whether in tangible or intangible form; (f) any technology; and (g) industrial designs including, without limitation, those detailed on **Appendix "B-1"** hereto, and any Data Servers containing any of the foregoing;

**"Premises"** means the real property leased by Immunovaccine Techonologies Inc. at 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia; and

**"Trademarks"** means all registered and un-registered trademarks, services marks, trademark applications and trademark rights (including any trademarks issuing on such applications or rights) pertaining to and used in connection with the Business.

**Appendix B-1  
List of Intellectual Property**

**SCHEDULE OF PATENT PROPERTIES ASSIGNED TO IMMUNOVACCINE TECHNOLOGIES INC.**

**Vaccines with Enhanced Immune Response and Methods for Their Preparation**

- Priority Applications: US 60/246,075 (filed November 7, 2000)  
US 60/307,159 (filed July 24, 2001)
- International Application: PCT/CA2001/001530 (filed October 31, 2001)
- Inventors: 1) BROWN, Robert                      3) KIMMINS, Warwick  
2) POHAJDAK, Bill

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
United States	12/313,468	October 31, 2001	8,628,937	June 18, 2023 (includes 589 day term adjustment)

**Use of Liposomes in a Water-in-Oil Emulsion or a Continuous Hydrophobic Carrier as a Vehicle for Cancer Treatment**

- Priority Applications: CA 2,523,032 (filed October 7, 2005)  
CA 2,533,705 (filed January 13, 2006)  
CA 2,542,212 (filed April 7, 2006)  
US 60/806,573 (filed July 5, 2006)
- International Application: PCT/CA2006/001640 (filed October 5, 2006)
- Inventors: 1) DAFTARIAN, Pirouz                      4) BROWN, Robert  
2) MANSOUR, Marc                                      5) KAST, Wijbe  
3) POHAJDAK, Bill

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Canada	2,622,464	October 5, 2006	2,622,464	October 5, 2026
United States	15/897,025	October 5, 2006	10,272,042	October 5, 2026
Australia	2006301891	October 5, 2006	2006301891	October 5, 2026
China	200680036783.2	October 5, 2006	101282742	October 5, 2026
Japan	2008-533836	October 5, 2006	5528703	October 5, 2026
India	2866/DELNP/2008	October 5, 2006	266563	October 5, 2026



Europe	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Belgium	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Switzerland & Liechtenstein	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Germany	06790800.4	October 5, 2006	602006039607.4	October 5, 2026
Spain	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
France	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Great Britain	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Ireland	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
Italy	06790800.4	October 5, 2006	502014902241434	October 5, 2026
The Netherlands	06790800.4	October 5, 2006	EP 1 948 225	October 5, 2026
United States	14/674,063	October 5, 2006	9,925,142	February 16, 2027 (includes 134 day term adjustment)

**Use of Liposomes in a Carrier Comprising a Continuous Hydrophobic Phase  
for Delivery of Polynucleotides *In Vivo***

- Priority Applications: US 60/975,602 (filed September 27, 2007)  
US 61/061,303 (filed June 13, 2008)
- International Application: PCT/CA2008/001678 (filed September 24, 2008)
- Inventors: 1) MANSOUR, Marc                      3) WEIR, Genevieve  
2) KARKADA, Mohan

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
India	411/MUMNP/2010	September 24, 2008		September 24, 2028 (projected)
China	201610656942.4	September 24, 2008		September 24, 2028 (projected)
Hong Kong	17106867.8	September 24, 2008		September 24, 2028 (projected)
United States	16/254,716	September 24, 2008	11,235,069	September 29, 2028 (includes 5 day term adjustment)
United States	17/314,141	September 24, 2008		September 24, 2028

				(projected/absent term extension)
Australia	2008303023	September 24, 2008	2008303023	September 24, 2028
Japan	2010-526115	September 24, 2008	5731198	September 24, 2028
Europe	08800369.4	September 24, 2008	2 197 497	September 24, 2028
Belgium	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Switzerland & Liechtenstein	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Germany	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Spain	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
France	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Great Britain	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Ireland	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
Italy	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
The Netherlands	08800369.4	September 24, 2008	EP 2 197 497	September 24, 2028
United States	12/679,875	September 24, 2008	9,498,493	December 6, 2029 (includes 438 day term adjustment)
Japan	2015-079967	September 24, 2008	6016970	September 24, 2028
Canada	2,700,808	September 24, 2008	2,700,808	September 24, 2028
United States	15/290,567	September 24, 2008	10,232,052	September 24, 2028

**Water-Free Compositions Comprising an Antigen an Amphipathic Compound and a Hydrophobic Carrier, and Uses Thereof**

- Priority Applications: US 60/977,197 (filed October 3, 2007)
- International Application: PCT/CA2008/001747 (filed October 2, 2008)
- Inventors: MANSOUR, Marc

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Brazil	PI0817484-9	October 2, 2008	PI0817484-9	October 2, 2028
Australia	2008307042	October 2, 2008	2008307042	October 2, 2028
Japan	2010-527303	October 2, 2008	5591705	October 2, 2028
China	200880110239.7	October 2, 2008	101815529	October 2, 2028
Canada	2,700,828	October 2, 2008	2,700,828	October 2, 2028



Hong Kong	11109850.7	May 22, 2009	HK1155642	May 22, 2029
Canada	2,723,918	May 22, 2009	2,723,918	May 22, 2029
Israel	209775	May 22, 2009	209775	May 22, 2029

**Liposome compositions comprising an adjuvant that activates or increases the activity of TLR2 and uses thereof**

- Priority Application: US 61/544,020 (filed October 6, 2011)
- International Application: PCT/CA2012/050705 (filed October 5, 2012)
- Inventors: 1) MANSOUR, Marc                      4) SUMMATUR, Leeladhar  
2) MACDONALD, Lisa Diana   5) SHARP, Kendall  
3) WEIR, Genevieve Mary

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Canada	2,850,857	October 5, 2012	2,850,857	October 5, 2032
United States	16/139,361	October 5, 2012	11,077,184	October 5, 2032 (includes 6 day term adjustment but terminally disclaimed over US 10,105,435)
United States	17/350,781	October 5, 2012		October 5, 2032 (projected / absent term extension)
Europe	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Belgium	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
France	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Germany	12838879.0	October 5, 2012	602012073542.2	October 5, 2032
Great Britain	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Ireland	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Italy	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Netherlands	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Spain	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Switzerland	12838879.0	October 5, 2012	EP 2 763 698	October 5, 2032
Japan	2017-138141	October 5, 2012	6625587	October 5, 2032

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
China	201280059879.6	October 5, 2012	103998058	October 5, 2032
China	2021112159042	October 5, 2012		October 5, 2032 (projected)
India	2581/CHENP/2014	October 5, 2012	342041	October 5, 2032
Brazil	BR112014007927-7	October 5, 2012	BR112014007927-7	October 5, 2032
Hong Kong	15101540.6	October 5, 2012	HK1201044	October 5, 2032
Australia	2012321022	October 5, 2012	2012321022	October 5, 2032
Japan	2014-533747	October 5, 2012	6240077	October 5, 2032
Israel	231888	October 5, 2012	231888	October 5, 2032
United States	14/347,928	October 5, 2012	10,105,435	October 5, 2032
Singapore	11201401177W	October 5, 2012	11201401177W	October 5, 2032

#### Method for Improving the Efficacy of a Survivin Vaccine in the Treatment of Cancer

- Priority Application: None
- International Application: PCT/CA2013/050248 (filed March 27, 2013)
- Inventors: 1) MANSOUR, Marc                      3) WEIR, Genevieve Mary  
2) BERINSTEIN, Neil L.                      4) STANFORD, Marianne M

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Canada	2,908,042	March 27, 2013		March 27, 2033 (projected)
Australia	2013384879	March 27, 2013	2013384879	March 27, 2033
Japan	2016-504427	March 27, 2013	6254251	March 27, 2033
China	201380076924.3	March 27, 2013	105324128	March 27, 2033
China	202010788390.9	March 27, 2013		March 27, 2033 (projected)
Hong Kong	42021030754.2	March 27, 2013		March 27, 2033
United States	14/778,897	March 27, 2013	10,022,441	April 17, 2033 (includes 21 day term adjustment)

United States	16/013,834	March 27, 2013	10,729,766	March 27, 2033
United States	16/941,814	March 27, 2013		March 27, 2033 (projected / absent term extension)
Europe	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Belgium	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Switzerland & Liechtenstein	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Germany	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Spain	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
France	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Great Britain	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Ireland	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Italy	18188268.9	March 27, 2013	502021000065435	March 27, 2033
The Netherlands	18188268.9	March 27, 2013	EP 3 421 047	March 27, 2033
Europe	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Belgium	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Switzerland & Liechtenstein	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Germany	13880361.4	March 27, 2013	602013044063.8	March 27, 2033
Spain	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
France	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Great Britain	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Ireland	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Italy	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
The Netherlands	13880361.4	March 27, 2013	EP 2 978 450	March 27, 2033
Hong Kong	16109118.0	March 27, 2013	HK1220914	March 27, 2033







**Vaccine Compositions Comprising an Amphipathic Compound, a Neoantigen  
and a Hydrophobic Carrier, and Methods of Use Thereof**

- Priority Application: US 62/331,770 (filed May 4, 2016)
- International Application: PCT/CA2017/050539 (filed May 3, 2017)
- Inventors: 1) STANFORD, Marianne 3) ORS, Frederic  
2) WEIR, Genevieve Mary 4) SAMMATUR, Leeladhar

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Expiry Date (or projected where indicated)
Canada	3,022,924	May 3, 2017		May 3, 2037 (projected)
China	201780039589.8	May 3, 2017		May 3, 2037 (projected)
Europe	17792333.1	May 3, 2017		May 3, 2037 (projected)
Japan	2018-557796	May 3, 2017		May 3, 2037 (projected)
Japan	2022-089582	May 3, 2017		May 3, 2037 (projected)
United States	16/098,042	May 3, 2017	11,260,116	March 6, 2038 (includes 307 day term adjustment)
United States	17/580,728	May 3, 2017		May 3, 2037 (projected)



**Pharmaceutical Compositions, Methods for Preparation using  
Lipid Vesicle Particles of Defined Size, and Uses Thereof**

- Priority Application: 62/530,498 (filed July 10, 2017)
- International Application: PCT/CA2017/051336 (filed November 9, 2017)
- Inventors: 1) SAMMATUR, Leeladhar 5) WEIR, Genevieve  
2) RAJAGOPALAN, Rajkannan 6) STANFORD, Marianne  
3) SHARMA, Arthvan 7) PENWELL, Andrea  
4) KALIAPERUMAL, Valarmathy

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Australia	20174233053	November 9, 2017		November 9, 2037 (projected)
Canada	3,069,019	November 9, 2017		November 9, 2037 (projected)
China	201780094129.5	November 9, 2017		November 9, 2037 (projected)
Europe	17917340.6	November 9, 2017		November 9, 2037 (projected)
India	202017003925	November 9, 2017		November 9, 2037 (projected)
Japan	2020-500810	November 9, 2017		November 9, 2037 (projected)
United States	16/629,780	November 9, 2017		November 9, 2037 (projected / absent term extension)

**Pharmaceutical Compositions, Methods for Preparation Comprising  
Sizing of Lipid Vesicle Particles, and Uses Thereof**

- International Application: PCT/CA2017/051335 (filed November 9, 2017)
- Inventors:       1) SAMMATUR, Leeladhar                               5) WEIR, Genevieve  
                  2) RAJAGOPALAN, Rajkannan                               6) STANFORD, Marianne  
                  3) SHARMA, Arthvan   7) PENWELL, Andrea  
                  4) KALIAPERUMAL, Valarmathy

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Projected Expiry Date</b>
Australia	2017438994	November 9, 2017		Will abandon on November 9, 2023, for non-payment of MF
Canada	3,091,974	November 9, 2017		November 9, 2037 (projected)
China	201780098137.7	November 9, 2017		November 9, 2037 (projected)
Europe	17931556.9	November 9, 2017		November 9, 2037 (projected)
India	2020017023022	November 9, 2017		Marked for passive abandonment – pending next OA
Japan	2020-526030	November 9, 2017	7103726	November 9, 2037 (projected)
United States	16/762,286	November 9, 2017		November 9, 2037 (projected / absent term extension)
Hong Kong	62021024895.6	November 9, 2017		November 9, 2037 (projected)

**Methods And Compositions For Targeted Delivery Of Active Agents  
And Immunomodulatory Agents To Lymph Nodes**

- Priority Application: 62/645,249 (filed March 20, 2018)
- International Application: PCT/CA2019/050328 (filed March 18, 2019)
- Inventors: 1) RAJAGOPALAN, Rajkannan 4) TORREY, Heather  
2) SAMMATUR, Leeladhar 5) WEIR, Genevieve  
3) STANFORD, Marianne
- **Published September 26, 2019 as WO/2019/178677**

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Australia	2019239785	March 18, 2019		Will abandon on March 18, 2023, for non-payment of MF
Canada	3,094,405	March 18, 2019		March 18, 2039 (projected)
China	201980032559.3	March 18, 2019		March 18, 2039 (projected)
Europe	19772567.4	March 18, 2019		March 18, 2039 (projected)
India	202017045315	March 18, 2019		Will abandon on August 2, 2023, for non-response to OA
Japan	2020-550076	March 18, 2019		March 18, 2039 (projected)
United States	16/981,758	March 18, 2019		March 18, 2039 (projected) absent term extension)

## Methods for Improving the Efficacy of a Survivin Therapeutic in the Treatment of Tumors

- Priority Application: 62/769,347 (filed November 19, 2018)
- International Application: PCT/IB2019/059899 (filed November 18, 2019)
- 
- Inventors: 1) STANFORD, Marianne 4) WEIR, Genevieve  
2) Fiset, Stephan 5) RAJAGOPALAN, Rajkannan  
3) MACDONALD, Lisa
- **Published May 28, 2020 as WO/2020/104923**

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Canada	3,119,910	November 18, 2019		November 18, 2039 (Projected)  (S&B responsible for CA National Phase Entry only)
Australia	2019383785	November 18, 2019		November 18, 2039 (projected)
Taiwan	108141982	November 18, 2019		November 18, 2039 (projected)
Europe	19887650.0	November 18, 2019		November 18, 2039 (projected)
China	2019800894039	November 18, 2019		November 18, 2039 (projected)
Japan	2021-527070	November 18, 2019		November 18, 2039 (projected)
United States	17/294,713	November 18, 2019		November 18, 2039 (projected/absent term extension)
Hong Kong	62022050169.1	November 18, 2019		November 18, 2039 (projected)

**Oil-in-Water Emulsion Formulations for Delivery of Active or Therapeutic Agents**

- Priority Application: 62/915,696 (filed October 16, 2019)
- International Application: PCT/CA2020/051377 (filed October 15, 2020)
- Inventors: 1) RAJAGOPALAN, Rajkannan  
2) STANFORD, Marianne  
3) TORREY, Heather
- **Published April 22, 2021 as WO/2021/072535**

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
Canada	3,153,179	October 15, 2020		October 15, 2040 (projected)
Australia	2020366289	October 15, 2020		October 15, 2040 (projected)
China	2020800794565	October 15, 2020		October 15, 2040 (projected)
Europe	20877544.5	October 15, 2020		October 15, 2040 (projected)
Hong Kong	62023068797.7	October 15, 2020		October 15, 2040 (projected)
India	202217018246	October 15, 2020		October 15, 2040 (projected)
Japan	2022-522804	October 15, 2020		October 15, 2040 (projected)
South Korea	10-2022-7015771	October 15, 2020		October 15, 2040 (projected)
United States	17/768,335	October 15, 2020		Will abandon on April 15, 2023, for not filing a Response to outstanding action

## SARS-COV-2 Vaccine Compositions and Methods of Preparation and Use

- Priority Applications: US 63/051,223 (filed July 13, 2020),  
US 63/062,702 (filed August 7, 2020)
  - International Application: PCT/IB2021/000464 (filed July 13, 2021)
  - Inventors: 1) STANFORD, Marianne
- 2) RAJAGOPALAN, Rajkannan  
2) HRYTSENKO, Olga  
3) BYDOUN, Moamen  
4) PATTERSON, Kelcey Grace
- **Published January 20, 2022 as WO/2022/013609**
  - **\*\*\* Family Passively Abandoned\*\*\***

## Methods of Treating Diffuse Large B-Cell Lymphoma

- Inventors: 1) Fiset, Stephan
- 2) BRAMHECHA, Yogesh  
3) CONLON, Rebekah  
4) BERINSTEIN, Neil
- **Published April 21, 2022 as WO/2022/079490**

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/091,061	October 13, 2020		N/A
US	63/110,743	November 6, 2020		N/A
US	63/121,486	December 4, 2020		N/A
PCT	PCT/IB2021/000688	October 13, 2021		October 13, 2041 (Assuming national entry in countries with a 20-year patent term.)



### Lipid Compositions Comprising Polynucleotide Antigens

- Inventors: 1) STANFORD, Marianne
- 2) ORS, Frederic
- 2) HRYTSENKO, Olga
- 3) RAJAGOPALAN, Rajkannan

- Published March 31, 2022 as WO/2022/064274

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/084,179	September 28, 2020		N/A
PCT	PCT/IB2021/000650	September 28, 2021		September 28, 2041  (Assuming national entry in countries with a 20-year patent term.)

### Survivin and Mage-A9 Dual-Targeted Immunotherapy

- Inventors: 1) FRADET, Yves
- 5) BRAMHECHA, Yogesh
- 2) BERGERON, Alain
- 6) MACDONALD, Lisa
- 3) PICARD, Valarie
- 4) Fiset, Stephan

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/250,130	September 29, 2021		N/A
PCT	PCT/IB2022/000557	September 29, 2022		September 29, 2042  (Assuming national entry in countries with a 20-year patent term.)

### Compositions That Recruit and Activate Antigen Presenting Cells

- Inventors: 1) DIRK, Brennan
- 2) BYDOUN, Moamen
- 3) HRYTSENKO, Olga
- 4) GRAFF, Jeremy
- 5) RAJAGOPALAN, Rajkannan

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/422,771	November 4, 2022		N/A

### Vaccine Compositions Comprising a Neoantigen of KRAS

- Inventors: 1) HRYTSENKO, Olga
- 2) RAJAGOPALAN, Rajkannan
- 3) PORTALES CERVANTES, Liliana

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/423,335	November 7, 2022		N/A

### Methods of Making Lipid Adjuvanted Compositions

- Inventors: 1) RAJAGOPALAN, Rajkannan
- 2) LUCAS, Leanne Jennifer

Country	Application Number	Effective / Deemed Filing Date	Patent Number	Projected Expiry Date
US	63/449,734	March 3, 2023		N/A

### Methods of Making Dried Pharmaceutical Compositions

- Inventors: 1) RAJAGOPALAN, Rajkannan

2) LUCAS, Leanne Jennifer

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Projected Expiry Date</b>
US	63/449,779	March 3, 2023		N/A

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**SCHEDULE OF PATENT PROPERTIES LICENSED TO IMMUNOVACCINE TECHNOLOGIES INC.**

**Respiratory Syncytial Virus Vaccine**

- Priority Applications: GB 1019240.9 (filed November 15, 2010)  
US 61/458,012 (filed November 15, 2010)
- International Application: PCT/EP2011/070161 (filed November 15, 2011)
- Licensed from VIB VZW
- Inventors: 1) SAELENS, Xavier  
2) SCHEPENS, Bert  
3) FIERS, Walter

<b>Country</b>	<b>Application Number</b>	<b>Effective / Deemed Filing Date</b>	<b>Patent Number</b>	<b>Expiry Date (or projected where indicated)</b>
Canada	2,820,614	November 15, 2011		Will abandon on April 12, 2023, for not paying issue fee
United States	13/885,388	November 15, 2011	9,409,973	May 19, 2032 (includes 186 day term adjustment)
United States	15/197,001	November 15, 2011	10,117,926	November 15, 2031
United States	17/078,704	November 15, 2011		Will abandon on March 12, 2023, for not filing a Response to outstanding action
Australia	2011331251	November 15, 2011	2011331251	November 15, 2031
China	201180064939.9	November 15, 2011	103379916	November 15, 2031
Japan	2013543860	November 15, 2011	6016799	November 15, 2031
Europe	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Belgium	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Switzerland & Liechtenstein	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Germany	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Spain	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
France	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Great Britain	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Ireland	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
Italy	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031

The Netherlands	11781825.2	November 15, 2011	EP 2 640 419	November 15, 2031
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### Survivin-Derived Peptides and Use Thereof

- Priority Applications: US 10/354,090 (abandoned; filed January 30, 2003)  
US 10/715,417 (filed November 19, 2003)
- International Application: PCT/DK2004/000062 (filed January 30, 2004)
- Licensed from Merck KGaA – Prosecution and maintenance of this patent family are the responsibility of Merck KGaA; the provided list is based on database searches.
- Projected Family Expiry: January 30, 2024 (Absent any national term extensions)
- Inventors: 1) STRATEN, Eivind Per Thor  
2) ANDERSEN, Mads Hald

Country	Patent Number
Australia	2004208496
Canada	2,513,104
China	101906148
China	1767848
China	103288920
Eurasia	200501206
Hong Kong	1087335
Hong Kong	1126668
Hong Kong	1134030
Hong Kong	1209049
Hong Kong	1209050
Japan	5121143
Japan	5509185
Japan	5931585
Japan	6021961
Mexico	05008128
New Zealand	541510
United States	7,892,559
United States	8,318,174
United States	RE48,522
Europe	EP 1 587 532
Austria	EP 1 587 532
Belgium	EP 1 587 532

Switzerland & Liechtenstein	EP 1 587 532
Czechia	EP 1 587 532
Germany	EP 1 587 532
Spain	EP 1 587 532
Finland	EP 1 587 532
France	EP 1 587 532
Great Britain	EP 1 587 532
Greece	EP 1 587 532
Hungary	EP 1 587 532
Ireland	EP 1 587 532
Italy	EP 1 587 532
Luxembourg	EP 1 587 532
Netherlands	EP 1 587 532
Portugal	EP 1 587 532
Sweden	EP 1 587 532
Slovakia	EP 1 587 532
Turkey	EP 1 587 532
Europe	EP 2 005 966
Austria	EP 2 005 966
Belgium	EP 2 005 966
Switzerland & Liechtenstein	EP 2 005 966
Czechia	EP 2 005 966
Germany	EP 2 005 966
Spain	EP 2 005 966
Finland	EP 2 005 966
France	EP 2 005 966
Great Britain	EP 2 005 966
Greece	EP 2 005 966
Hungary	EP 2 005 966
Ireland	EP 2 005 966
Italy	EP 2 005 966
Luxembourg	EP 2 005 966
Netherlands	EP 2 005 966
Portugal	EP 2 005 966
Sweden	EP 2 005 966

Slovakia	EP 2 005 966
Turkey	EP 2 005 966
Europe	EP 2 092 938
Austria	EP 2 092 938
Belgium	EP 2 092 938
Switzerland & Liechtenstein	EP 2 092 938
Czechia	EP 2 092 938
Germany	EP 2 092 938
Spain	EP 2 092 938
Finland	EP 2 092 938
France	EP 2 092 938
Great Britain	EP 2 092 938
Greece	EP 2 092 938
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Portugal	EP 2 092 938
Sweden	EP 2 092 938
Slovakia	EP 2 092 938
Turkey	EP 2 092 938
Europe	EP 2 359 841
Austria	EP 2 359 841
Belgium	EP 2 359 841
Switzerland & Liechtenstein	EP 2 359 841
Czechia	EP 2 359 841
Germany	EP 2 359 841
Denmark	EP 2 359 841
Spain	EP 2 359 841
Finland	EP 2 359 841
France	EP 2 359 841
Great Britain	EP 2 359 841
Greece	EP 2 359 841
Hungary	EP 2 359 841

Ireland	EP 2 359 841
Italy	EP 2 359 841
Luxembourg	EP 2 359 841
Netherlands	EP 2 359 841
Portugal	EP 2 359 841
Sweden	EP 2 359 841
Turkey	EP 2 359 841
Europe	EP 2 857 034
Switzerland & Liechtenstein	EP 2 857 034
Germany	EP 2 857 034
Spain	EP 2 857 034
France	EP 2 857 034
Great Britain	EP 2 857 034
Italy	EP 2 857 034
Europe	EP 2 857 035
Switzerland & Liechtenstein	EP 2 857 035
Germany	EP 2 857 035
Spain	EP 2 857 035
France	EP 2 857 035
Great Britain	EP 2 857 035
Italy	EP 2 857 035
Norway	333213
Norway	334496
Norway	336825
Norway	340433
Norway	343244
Norway	344833



## Survivin Peptide Vaccine

- Priority Applications: US 60/650,751 (filed February 7, 2005)  
DK 200500173 (filed February 4, 2005)
- International Application: PCT/DK2006/000061 (filed February 3, 2006)
- Licensed from Merck KGaA – Prosecution and maintenance of this patent family are the responsibility of Merck KGaA; the provided list is based on database searches.
- Projected Family Expiry: February 3, 2026 (Absent any national term extensions)
- Inventors: 1) ANDERSEN, Mads Hald

Country	Patent Number
Australia	2006209951
Brazil	PI0607326
Canada	2,593,714
China	101111260
China	103143004
China	103169958
Hong Kong	1112367
Japan	5631357
Japan	2008528643
South Korea	20070108536
Mexico	2007009219
Russia	2396088
South Africa	200705943
Europe	EP 1 853 305
Austria	EP 1 853 305
Belgium	EP 1 853 305
Switzerland & Liechtenstein	EP 1 853 305
Czechia	EP 1 853 305
Germany	EP 1 853 305
Spain	EP 1 853 305
France	EP 1 853 305
Great Britain	EP 1 853 305
Greece	EP 1 853 305
Hungary	EP 1 853 305
Ireland	EP 1 853 305

Italy	EP 1 853 305
Luxembourg	EP 1 853 305
Netherlands	EP 1 853 305
Poland	EP 1 853 305
Sweden	EP 1 853 305

**Schedule "C"**  
**Monitor's Certificate**

2023

Hfx No. 523334

**SUPREME COURT OF NOVA SCOTIA**

**IN THE MATTER OF:** Application by IMV Inc. and Immunovaccine Technologies Inc. and IMV USA Inc. (the "Applicants"), for relief under the *Companies' Creditors Arrangement Act*

**Monitor's Certificate**

**WHEREAS ON MAY 1, 2023, THE SUPREME COURT OF NOVA SCOTIA (THE "COURT") GRANTED AN INITIAL ORDER UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, C C-36 (THE "CCAA") IN RESPECT OF THE APPLICANTS (AS AMENDED AND RESTATED ON MAY 5, 2023, THE "INITIAL ORDER"), WHICH, AMONG OTHER THINGS, APPOINTED FTI CONSULTING CANADA INC. AS MONITOR IN THESE PROCEEDINGS (THE "MONITOR");**

**AND WHEREAS** on September 5, 2023, the Court entered an approval and vesting order (the "**Approval and Vesting Order**") authorizing and approving the transaction(s) contemplated by the Agreement of Purchase and Sale (the "**Purchase Agreement**") dated September 1, 2023, by and between Horizon Technology Finance Corporation, as purchaser (the "**Purchaser**"), and IMV Inc. and Immunovaccine Technologies Inc., as vendors (the "**Vendors**"), with a view, *inter alia*, to vest in and to the Purchaser, all of the Vendors' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement).

**AND WHEREAS** the Approval and Vesting Order provides for the vesting of all of the Vendors' right, title and interest in and to the Purchased Assets in the Purchaser, in accordance with the terms of the Approval and Vesting Order and upon the issuance of a certificate by the Monitor (the "**Certificate**") confirming that all applicable conditions under the Purchase Agreement have been satisfied and/or waived.

**NOW THEREFORE THE MONITOR HEREBY CERTIFIES AS FOLLOWS:**

1. The Purchaser has caused Horizon Technology Finance Corporation and Powerscourt Investments XXV, LP to release a portion of the Secured Debt (as defined in the Purchase Agreement) on a rateable basis among themselves, in the amount of the Purchase Price (as defined in the Purchase Agreement).
2. The conditions to closing the sale of the Purchased Assets as set out in the Purchase Agreement have been satisfied or waived by the Vendors and the Purchaser.
3. The Closing Time is deemed to have occurred at ● on ●, 2023.

**DATED** at Toronto, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**FTI CONSULTING CANADA INC. LIMITED,**  
solely in its capacity as court-appointed Monitor  
of the Applicants, and not in its personal capacity  
and without personal or corporate liability

Per: \_\_\_\_\_  
Name: Jeffrey Rosenberg  
Title: Senior Managing Director

53985751.16

**2023**

**Hfx No.**

This is **Exhibit "C"** to the affidavit of Brittany Davison, sworn to before me at Montréal, Province of Québec, this 1<sup>st</sup> day of September, 2023

*Matasha Stewart # 223176*

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A commissioner for taking affidavits in the Province of Quebec and outside of Québec

This report lists registrations in the Personal Property Registry that match the following search criteria:

<b>Province or Territory Searched:</b>	Nova Scotia
<b>Type of Search:</b>	Debtors (Enterprise)
<b>Search Criteria:</b>	IMV Inc.
<b>Date and Time of Search (YYYY-MM-DD hh:mm):</b>	2023-04-27 11:49 (Atlantic)
<b>Transaction Number:</b>	24289177
<b>Searched By:</b>	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	21613476	IMV INC.	Dartmouth
*	*	35573690	IMV INC.	DARTMOUTH
	*	35573724	IMV USA INC.	DARTMOUTH

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

#### Included Column Legend

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

#### Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

### Registration Details for Registration Number: 21613476

**Province or Territory:** Nova Scotia  
**Registration Type:** PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	21613476	2013-08-06 10:10	Infinity	106763
Amendment	30832760	2019-03-12 15:37	Infinity	13-0349
Amendment	30916019	2019-03-29 09:28	Infinity	13-0349

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
Immunovaccine Technologies Inc.  
1344 Summer Street  
Suite 412  
Halifax NS B3H 0A8  
Canada

Type: Enterprise  
Immunovaccine Inc.  
1344 Summer Street  
Suite 412  
Halifax NS B3H 0A8  
Canada

The Debtor below was added by registration number 30832760  
Type: Enterprise  
IMV INC.  
130 Eileen Stubbs Drive, Suite 19  
Dartmouth NS B3B 2C4  
Canada

**Secured Parties**

The Secured Party below was deleted by registration number 30916019  
~~Type: Enterprise  
Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of  
Economic and Rural Development and Tourism  
Osborne, Bruce  
Investment Manager (DOJ File #13-0349)  
c/o Heather Goodfellow  
Department of Justice, 4th Floor  
5151 Terminal Road, Box 7  
Halifax NS B3J 2L6  
Canada~~

The Secured Party below was added by registration number 30916019  
Type: Enterprise  
Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of  
Business  
c/o Chisholm, Christine  
Senior Account Manager (Nova Scotia Business Inc.)  
7th floor, 1800 Argyle Street  
(P.O. Box 2374, Halifax, NS B3J 3E4)  
Halifax NS B3J 3N8  
Canada  
Phone #: 902-424-6887  
Fax #: 902-424-6823

**General Collateral**

A security interest is taken in all of the Debtors' present and after-acquired personal property.

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**Registration Details for Registration Number: 35573690**

Province or Territory: Nova Scotia  
 Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	35573690	2021-12-15 13:46	2026-12-15	49-169454-GT16 44

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
 IMV INC.  
 130 EILEEN STUBBS AVENUE, SUITE 19  
 DARTMOUTH NS B3B2C4  
 Canada

**Secured Parties**

Type: Enterprise  
 HORIZON TECHNOLOGY FINANCE CORPORATION, AS COLLATERAL AGENT  
 312 FARMINGTON AVENUE  
 FARMINGTON CT 06032  
 USA

Type: Enterprise  
 HORIZON TECHNOLOGY FINANCE CORPORATION  
 312 FARMINGTON AVENUE  
 FARMINGTON CT 06032  
 USA

Type: Enterprise  
 POWERSCOURT INVESTMENTS XXV, LP  
 1251 AVENUE OF THE AMERICAS  
 NEW YORK NY 10020  
 USA

**General Collateral**

EXCEPT AS EXPRESSLY LIMITED IN THIS GENERAL COLLATERAL DESCRIPTION, ALL OF THE DEBTOR'S PRESENT, AFTER-ACQUIRED AND FUTURE UNDERTAKING AND PERSONAL PROPERTY OF ANY NATURE AND KIND INCLUDING, WITHOUT LIMITATION, GOODS (INCLUDING EQUIPMENT AND INVENTORY OF EVERY NATURE AND KIND), DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (INCLUDING ALL PRESENT AND FUTURE TAX CREDITS, TAX REFUNDS AND OTHER SUMS OF A SIMILAR NATURE DUE TO THE DEBTOR



BY ANY FISCAL AUTHORITY).

ALL BOOKS, RECORDS, FILES, PAPERS, DISKS, DOCUMENTS AND OTHER REPOSITORIES OF DATA RECORDING IN ANY FORM OR MEDIUM, EVIDENCING OR RELATING TO COLLATERAL.

ALL ACCESSIONS TO AND PROCEEDS OF ANY OF THE FOREGOING OF ANY NATURE AND KIND INCLUDING GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS.

NOTWITHSTANDING THE FOREGOING, THE COLLATERAL SUBJECT TO THIS REGISTRATION SHALL NOT INCLUDE RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY BUT, FOR GREATER CERTAINTY, SHALL INCLUDE ALL ACCOUNTS AND PROCEEDS OF INTELLECTUAL PROPERTY.

### **Additional Information**

PURSUANT TO THE TERMS OF A CERTAIN NEGATIVE PLEDGE ARRANGEMENT WITH THE SECURED PARTIES, DEBTOR HAS AGREED NOT TO ENCUMBER ANY OF ITS INTELLECTUAL PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE SECURED PARTIES.

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### **Registration Details for Registration Number: 35573724**

**Province or Territory: Nova Scotia**

**Registration Type: PPSA Financing Statement**

### **Registration History**

<b>Registration Activity</b>	<b>Registration Number</b>	<b>Date/Time (Atlantic) (YYYY-MM-DD hh:mm)</b>	<b>Expiry Date (YYYY-MM-DD)</b>	<b>File Number</b>
Original	35573724	2021-12-15 13:49	2026-12-15	49-169454-GT16 44

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

### **Debtors**

Type: Enterprise  
 IMV USA INC.  
 130 EILEEN STUBBS AVENUE, SUITE 19  
 DARTMOUTH NS B3B2C4  
 Canada

### **Secured Parties**

Type: Enterprise  
 HORIZON TECHNOLOGY FINANCE CORPORATION, AS COLLATERAL AGENT  
 312 FARMINGTON AVENUE  
 FARMINGTON CT 06032  
 USA

Type: Enterprise  
HORIZON TECHNOLOGY FINANCE CORPORATION  
312 FARMINGTON AVENUE  
FARMINGTON CT 06032  
USA

Type: Enterprise  
POWERSCOURT INVESTMENTS XXV, LP  
1251 AVENUE OF THE AMERICAS  
NEW YORK NY 10020  
USA

### **General Collateral**

EXCEPT AS EXPRESSLY LIMITED IN THIS GENERAL COLLATERAL DESCRIPTION, ALL OF THE DEBTOR'S PRESENT, AFTER-ACQUIRED AND FUTURE UNDERTAKING AND PERSONAL PROPERTY OF ANY NATURE AND KIND INCLUDING, WITHOUT LIMITATION, GOODS (INCLUDING EQUIPMENT AND INVENTORY OF EVERY NATURE AND KIND), DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (INCLUDING ALL PRESENT AND FUTURE TAX CREDITS, TAX REFUNDS AND OTHER SUMS OF A SIMILAR NATURE DUE TO THE DEBTOR BY ANY FISCAL AUTHORITY).

ALL BOOKS, RECORDS, FILES, PAPERS, DISKS, DOCUMENTS AND OTHER REPOSITORIES OF DATA RECORDING IN ANY FORM OR MEDIUM, EVIDENCING OR RELATING TO COLLATERAL.

ALL ACCESSIONS TO AND PROCEEDS OF ANY OF THE FOREGOING OF ANY NATURE AND KIND INCLUDING GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS.

NOTWITHSTANDING THE FOREGOING, THE COLLATERAL SUBJECT TO THIS REGISTRATION SHALL NOT INCLUDE RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY BUT, FOR GREATER CERTAINTY, SHALL INCLUDE ALL ACCOUNTS AND PROCEEDS OF INTELLECTUAL PROPERTY.

### **Additional Information**

PURSUANT TO THE TERMS OF A CERTAIN NEGATIVE PLEDGE ARRANGEMENT WITH THE SECURED PARTIES, DEBTOR HAS AGREED NOT TO ENCUMBER ANY OF ITS INTELLECTUAL PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE SECURED PARTIES.

***END OF REPORT***

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (1).

There is a growing awareness of the need to improve the quality of life of people with schizophrenia, and to reduce the stigma associated with the illness. This has led to a focus on the development of community-based services, which aim to provide support and care in the community rather than in hospital (2).

One of the key components of community-based care is the provision of supported housing. This involves providing people with a safe and secure place to live, where they can receive the support and care they need (3).

Supported housing can take many different forms, from self-help housing to fully supported housing. The level of support provided will depend on the individual's needs (4).

There is a growing body of evidence to suggest that supported housing can improve the quality of life of people with schizophrenia, and reduce the risk of hospitalization (5).

However, there are a number of challenges associated with the development and implementation of supported housing. These include the need for funding, the need for staff, and the need for a supportive environment (6).

In this paper, we will discuss the challenges associated with the development and implementation of supported housing, and explore some of the solutions that have been proposed (7).

We will first discuss the need for supported housing, and then explore the challenges associated with its development and implementation. Finally, we will discuss some of the solutions that have been proposed (8).

The need for supported housing is growing, as the number of people with schizophrenia continues to increase. This is due to a number of factors, including the aging of the population, and the increasing prevalence of the illness (9).

One of the main reasons for the need for supported housing is the fact that many people with schizophrenia are unable to live independently. This is due to a number of factors, including cognitive impairment, and social skills deficits (10).

Supported housing can provide a safe and secure place to live, where people can receive the support and care they need. This can help to improve their quality of life, and reduce the risk of hospitalization (11).

There are a number of challenges associated with the development and implementation of supported housing. These include the need for funding, the need for staff, and the need for a supportive environment (12).

One of the main challenges is the need for funding. Supported housing is often expensive to develop and implement, and this can be a major barrier to its development (13).

Another challenge is the need for staff. Supported housing often requires a high level of staff support, and this can be difficult to recruit and retain (14).

A third challenge is the need for a supportive environment. Supported housing is most effective when it is part of a wider community-based care package, and this can be difficult to achieve (15).

There are a number of solutions that have been proposed to address these challenges. These include the use of public-private partnerships, the use of social enterprises, and the use of community development approaches (16).

Public-private partnerships involve the collaboration between the public and private sectors. This can help to raise the funds needed to develop supported housing, and can also help to ensure that the services are of high quality (17).

Social enterprises are businesses that are run for the benefit of the community. They can be used to develop supported housing, and can help to ensure that the services are of high quality (18).

Community development approaches involve the involvement of the community in the development and implementation of supported housing. This can help to ensure that the services are of high quality, and are tailored to the needs of the community (19).

There is a growing body of evidence to suggest that supported housing can improve the quality of life of people with schizophrenia, and reduce the risk of hospitalization (20).

However, there are a number of challenges associated with the development and implementation of supported housing. These include the need for funding, the need for staff, and the need for a supportive environment (21).

In this paper, we will discuss the challenges associated with the development and implementation of supported housing, and explore some of the solutions that have been proposed (22).

We will first discuss the need for supported housing, and then explore the challenges associated with its development and implementation. Finally, we will discuss some of the solutions that have been proposed (23).

The need for supported housing is growing, as the number of people with schizophrenia continues to increase. This is due to a number of factors, including the aging of the population, and the increasing prevalence of the illness (24).

One of the main reasons for the need for supported housing is the fact that many people with schizophrenia are unable to live independently. This is due to a number of factors, including cognitive impairment, and social skills deficits (25).

Supported housing can provide a safe and secure place to live, where people can receive the support and care they need. This can help to improve their quality of life, and reduce the risk of hospitalization (26).

There are a number of challenges associated with the development and implementation of supported housing. These include the need for funding, the need for staff, and the need for a supportive environment (27).

One of the main challenges is the need for funding. Supported housing is often expensive to develop and implement, and this can be a major barrier to its development (28).

This report lists registrations in the Personal Property Registry that match the following search criteria:

<b>Province or Territory Searched:</b>	Nova Scotia
<b>Type of Search:</b>	Debtors (Enterprise)
<b>Search Criteria:</b>	Immunovaccine Technologies Inc.
<b>Date and Time of Search (YYYY-MM-DD hh:mm):</b>	2023-04-27 11:49 (Atlantic)
<b>Transaction Number:</b>	24289183
<b>Searched By:</b>	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	21613476	Immunovaccine Technologies Inc.	Halifax
*	*	35573708	IMMUNOVACCINE TECHNOLOGIES INC.	DARTMOUTH
	*	30079016	IMMUNOVACCINE TECHNOLOGIES INC	DARTMOUTH

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

#### Included Column Legend

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

#### Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

### Registration Details for Registration Number: 21613476

**Province or Territory:** Nova Scotia  
**Registration Type:** PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	21613476	2013-08-06 10:10	Infinity	106763
Amendment	30832760	2019-03-12 15:37	Infinity	13-0349
Amendment	30916019	2019-03-29 09:28	Infinity	13-0349

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
Immunovaccine Technologies Inc.  
1344 Summer Street  
Suite 412  
Halifax NS B3H 0A8  
Canada

Type: Enterprise  
Immunovaccine Inc.  
1344 Summer Street  
Suite 412  
Halifax NS B3H 0A8  
Canada

The Debtor below was added by registration number 30832760  
Type: Enterprise  
IMV INC.  
130 Eileen Stubbs Drive, Suite 19  
Dartmouth NS B3B 2C4  
Canada

**Secured Parties**

The Secured Party below was deleted by registration number 30916019  
~~Type: Enterprise  
Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of  
Economic and Rural Development and Tourism  
Osborne, Bruce  
Investment Manager (DOJ File #13-0349)  
c/o Heather Goodfellow  
Department of Justice, 4th Floor  
5151 Terminal Road, Box 7  
Halifax NS B3J 2L6  
Canada~~

The Secured Party below was added by registration number 30916019  
Type: Enterprise  
Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of  
Business  
c/o Chisholm, Christine  
Senior Account Manager (Nova Scotia Business Inc.)  
7th floor, 1800 Argyle Street  
(P.O. Box 2374, Halifax, NS B3J 3E4)  
Halifax NS B3J 3N8  
Canada  
Phone #: 902-424-6887  
Fax #: 902-424-6823

**General Collateral**

A security interest is taken in all of the Debtors' present and after-acquired personal property.

---

## Registration Details for Registration Number: 35573708

Province or Territory: Nova Scotia  
 Registration Type: PPSA Financing Statement

### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	35573708	2021-12-15 13:48	2026-12-15	49-169454-GT16 44

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

### Debtors

Type: Enterprise  
 IMMUNOVACCINE TECHNOLOGIES INC.  
 130 EILEEN STUBBS AVENUE, SUITE 19  
 DARTMOUTH NS B3B2C4  
 Canada

### Secured Parties

Type: Enterprise  
 HORIZON TECHNOLOGY FINANCE CORPORATION, AS COLLATERAL AGENT  
 312 FARMINGTON AVENUE  
 FARMINGTON CT 06032  
 USA

Type: Enterprise  
 HORIZON TECHNOLOGY FINANCE CORPORATION  
 312 FARMINGTON AVENUE  
 FARMINGTON CT 06032  
 USA

Type: Enterprise  
 POWERSCOURT INVESTMENTS XXV, LP  
 1251 AVENUE OF THE AMERICAS  
 NEW YORK NY 10020  
 USA

### General Collateral

EXCEPT AS EXPRESSLY LIMITED IN THIS GENERAL COLLATERAL DESCRIPTION, ALL OF THE DEBTOR'S PRESENT, AFTER-ACQUIRED AND FUTURE UNDERTAKING AND PERSONAL PROPERTY OF ANY NATURE AND KIND INCLUDING, WITHOUT LIMITATION, GOODS (INCLUDING EQUIPMENT AND INVENTORY OF EVERY NATURE AND KIND), DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (INCLUDING ALL PRESENT AND FUTURE TAX CREDITS, TAX REFUNDS AND OTHER SUMS OF A SIMILAR NATURE DUE TO THE DEBTOR

BY ANY FISCAL AUTHORITY).

ALL BOOKS, RECORDS, FILES, PAPERS, DISKS, DOCUMENTS AND OTHER REPOSITORIES OF DATA RECORDING IN ANY FORM OR MEDIUM, EVIDENCING OR RELATING TO COLLATERAL.

ALL ACCESSIONS TO AND PROCEEDS OF ANY OF THE FOREGOING OF ANY NATURE AND KIND INCLUDING GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS.

NOTWITHSTANDING THE FOREGOING, THE COLLATERAL SUBJECT TO THIS REGISTRATION SHALL NOT INCLUDE RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY BUT, FOR GREATER CERTAINTY, SHALL INCLUDE ALL ACCOUNTS AND PROCEEDS OF INTELLECTUAL PROPERTY.

### **Additional Information**

PURSUANT TO THE TERMS OF A CERTAIN NEGATIVE PLEDGE ARRANGEMENT WITH THE SECURED PARTIES, DEBTOR HAS AGREED NOT TO ENCUMBER ANY OF ITS INTELLECTUAL PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE SECURED PARTIES.

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### **Registration Details for Registration Number: 30079016**

**Province or Territory: Nova Scotia**

**Registration Type: PPSA Financing Statement**

### **Registration History**

<b>Registration Activity</b>	<b>Registration Number</b>	<b>Date/Time (Atlantic)</b> (YYYY-MM-DD hh:mm)	<b>Expiry Date</b> (YYYY-MM-DD)	<b>File Number</b>
Original	30079016	2018-09-11 15:59	2023-09-11	731845

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

### **Debtors**

Type: Enterprise  
 IMMUNOVACCINE TECHNOLOGIES INC  
 FLOOR 130 SUITE 19  
 EILEEN STUBBS AVENUE AV N  
 DARTMOUTH NS B3B2C4  
 CANADA

### **Secured Parties**

Type: Enterprise  
 DELL FINANCIAL SERVICES CANADA LIMITED  
 155 GORDON BAKER RD, STE 501  
 NORTH YORK ON M2H 3N5  
 CANADA

**General Collateral**

ALL DELL AND NON DELL COMPUTER EQUIPMENT AND PERIPHERALS WHEREVER LOCATED HERETOFORE OR HEREAFTER LEASED TO DEBTOR BY SECURED PARTY PURSUANT TO AN EQUIPMENT LEASE TOGETHER WITH ALL SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS THERETO AND THEREOF NOW AND HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH SUCH EQUIPMENT AND PROCEEDS THEREOF TOGETHER WITH ALL RENTAL OR INSTALLMENT PAYMENTS, INSURANCE PROCEEDS, OTHER PROCEEDS AND PAYMENTS DUE OR TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH EQUIPMENT. PROCEEDS:ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

***END OF REPORT***





This report lists registrations in the Personal Property Registry that match the following search criteria:

<b>Province or Territory Searched:</b>	Nova Scotia
<b>Type of Search:</b>	Debtors (Enterprise)
<b>Search Criteria:</b>	IMV USA Inc.
<b>Date and Time of Search (YYYY-MM-DD hh:mm):</b>	2023-04-27 11:50 (Atlantic)
<b>Transaction Number:</b>	24289189
<b>Searched By:</b>	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	35573724	IMV USA INC.	DARTMOUTH

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

#### Included Column Legend

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

#### Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

### Registration Details for Registration Number: 35573724

**Province or Territory:** Nova Scotia  
**Registration Type:** PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	35573724	2021-12-15 13:49	2026-12-15	49-169454-GT1644

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

#### Debtors

Type: Enterprise  
 IMV USA INC.

130 EILEEN STUBBS AVENUE, SUITE 19  
DARTMOUTH NS B3B2C4  
Canada

### **Secured Parties**

Type: Enterprise  
HORIZON TECHNOLOGY FINANCE CORPORATION, AS COLLATERAL AGENT  
312 FARMINGTON AVENUE  
FARMINGTON CT 06032  
USA

Type: Enterprise  
HORIZON TECHNOLOGY FINANCE CORPORATION  
312 FARMINGTON AVENUE  
FARMINGTON CT 06032  
USA

Type: Enterprise  
POWERSCOURT INVESTMENTS XXV, LP  
1251 AVENUE OF THE AMERICAS  
NEW YORK NY 10020  
USA

### **General Collateral**

EXCEPT AS EXPRESSLY LIMITED IN THIS GENERAL COLLATERAL DESCRIPTION, ALL OF THE DEBTOR'S PRESENT, AFTER-ACQUIRED AND FUTURE UNDERTAKING AND PERSONAL PROPERTY OF ANY NATURE AND KIND INCLUDING, WITHOUT LIMITATION, GOODS (INCLUDING EQUIPMENT AND INVENTORY OF EVERY NATURE AND KIND), DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (INCLUDING ALL PRESENT AND FUTURE TAX CREDITS, TAX REFUNDS AND OTHER SUMS OF A SIMILAR NATURE DUE TO THE DEBTOR BY ANY FISCAL AUTHORITY).

ALL BOOKS, RECORDS, FILES, PAPERS, DISKS, DOCUMENTS AND OTHER REPOSITORIES OF DATA RECORDING IN ANY FORM OR MEDIUM, EVIDENCING OR RELATING TO COLLATERAL.

ALL ACCESSIONS TO AND PROCEEDS OF ANY OF THE FOREGOING OF ANY NATURE AND KIND INCLUDING GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS.

NOTWITHSTANDING THE FOREGOING, THE COLLATERAL SUBJECT TO THIS REGISTRATION SHALL NOT INCLUDE RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY BUT, FOR GREATER CERTAINTY, SHALL INCLUDE ALL ACCOUNTS AND PROCEEDS OF INTELLECTUAL PROPERTY.

### **Additional Information**

PURSUANT TO THE TERMS OF A CERTAIN NEGATIVE PLEDGE ARRANGEMENT WITH THE SECURED PARTIES, DEBTOR HAS AGREED NOT TO ENCUMBER ANY OF ITS INTELLECTUAL PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE SECURED PARTIES.

***END OF REPORT***

the 1990s, the number of people aged 65 and over in the United States is projected to increase from 20 million to 35 million (U.S. Census Bureau 1997).

As the number of people aged 65 and over increases, the number of people aged 75 and over is also expected to increase. The number of people aged 75 and over in the United States is projected to increase from 10 million in 1990 to 15 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 75 and over increases, the number of people aged 85 and over is also expected to increase. The number of people aged 85 and over in the United States is projected to increase from 4 million in 1990 to 6 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 85 and over increases, the number of people aged 95 and over is also expected to increase. The number of people aged 95 and over in the United States is projected to increase from 1 million in 1990 to 2 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 95 and over increases, the number of people aged 100 and over is also expected to increase. The number of people aged 100 and over in the United States is projected to increase from 0.2 million in 1990 to 0.4 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 100 and over increases, the number of people aged 105 and over is also expected to increase. The number of people aged 105 and over in the United States is projected to increase from 0.05 million in 1990 to 0.1 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 105 and over increases, the number of people aged 110 and over is also expected to increase. The number of people aged 110 and over in the United States is projected to increase from 0.01 million in 1990 to 0.02 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 110 and over increases, the number of people aged 115 and over is also expected to increase. The number of people aged 115 and over in the United States is projected to increase from 0.002 million in 1990 to 0.004 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 115 and over increases, the number of people aged 120 and over is also expected to increase. The number of people aged 120 and over in the United States is projected to increase from 0.0005 million in 1990 to 0.001 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 120 and over increases, the number of people aged 125 and over is also expected to increase. The number of people aged 125 and over in the United States is projected to increase from 0.0001 million in 1990 to 0.0002 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 125 and over increases, the number of people aged 130 and over is also expected to increase. The number of people aged 130 and over in the United States is projected to increase from 0.00002 million in 1990 to 0.00004 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 130 and over increases, the number of people aged 135 and over is also expected to increase. The number of people aged 135 and over in the United States is projected to increase from 0.000005 million in 1990 to 0.00001 million in 2010 (U.S. Census Bureau 1997).

As the number of people aged 135 and over increases, the number of people aged 140 and over is also expected to increase. The number of people aged 140 and over in the United States is projected to increase from 0.000001 million in 1990 to 0.000002 million in 2010 (U.S. Census Bureau 1997).

**Registration Number (Discharge):** 38366019  
**Registration Date/Time (Atlantic):** 2023-08-30 09:44  
**Expiry Date:** Infinity  
**File Number:**  
**Original Registration Number:** 21613476

NOTE: This registration has been totally discharged. It will remain searchable for 30 days.

### **Registrant Name and Address**

**Registrant User ID:** M193548

Stewart McKelvey

EDDY, ION

Director, Paralegal Services

Queen's Marque

600-1741 Lower Water Street

P.O. Box 997

Halifax NS B3J 2X2

Canada

All registration date/time values are stated in Atlantic Time.

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### **Registration Details for Registration Number: 21613476**

**Province or Territory:** Nova Scotia

**Registration Type:** PPSA Financing Statement

### **Registration History**

<b>Registration Activity</b>	<b>Registration Number</b>	<b>Date/Time (Atlantic)</b>	<b>Expiry Date</b>	<b>File Number</b>
Original	21613476	2013-08-06 10:10	Infinity	106763
Amendment	30832760	2019-03-12 15:37	Infinity	13-0349
Amendment	30916019	2019-03-29 09:28	Infinity	13-0349
Discharge	38366019	2023-08-30 09:44	Infinity	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

### **Debtors**

Type: Enterprise  
Immunovaccine Technologies Inc.  
1344 Summer Street  
Suite 412  
Halifax NS B3H 0A8  
Canada

Type: Enterprise

Immunovaccine Inc.  
1344 Summer Street  
Suite 412  
Halifax NS B3H 0A8  
Canada

The Debtor below was added by registration number 30832760

Type: Enterprise  
IMV INC.  
130 Eileen Stubbs Drive, Suite 19  
Dartmouth NS B3B 2C4  
Canada

### **Secured Parties**

The Secured Party below was deleted by registration number 30916019

Type: Enterprise  
Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the  
Minister of Economic and Rural Development and Tourism  
Osborne, Bruce  
Investment Manager (DOJ File #13-0349)  
c/o Heather Goodfellow  
Department of Justice, 4th Floor  
5151 Terminal Road, Box 7  
Halifax NS B3J 2L6  
Canada

The Secured Party below was added by registration number 30916019

Type: Enterprise  
Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the  
Minister of Business  
c/o Chisholm, Christine  
Senior Account Manager (Nova Scotia Business Inc.)  
7th floor, 1800 Argyle Street  
(P.O. Box 2374, Halifax, NS B3J 3E4)  
Halifax NS B3J 3N8  
Canada  
Phone #: 902-424-6887  
Fax #: 902-424-6823

### **General Collateral**

A security interest is taken in all of the Debtors' present and after-acquired personal property.

**\*\*\* End of Report \*\*\***

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a strategy for mental health care in the UK. The strategy is based on the following principles:

- People with mental health problems should be treated as individuals.
- People with mental health problems should be given the opportunity to participate in decisions about their care.
- People with mental health problems should be given the opportunity to live in their own homes.
- People with mental health problems should be given the opportunity to work and to contribute to society.

The strategy also sets out a number of objectives for the mental health services in the UK:

- To reduce the number of people with mental health problems who are admitted to hospital.
- To improve the quality of care for people with mental health problems.
- To improve the support and services available to people with mental health problems.
- To improve the awareness of mental health problems in the general public.

The strategy also sets out a number of actions that should be taken to achieve these objectives:

- To improve the training and skills of mental health professionals.
- To improve the availability of mental health services.
- To improve the support and services available to people with mental health problems.
- To improve the awareness of mental health problems in the general public.

The strategy also sets out a number of measures that should be taken to improve the quality of care for people with mental health problems:

- To improve the quality of care for people with mental health problems.
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- To improve the quality of care for people with mental health problems.

The strategy also sets out a number of measures that should be taken to improve the support and services available to people with mental health problems:

- To improve the support and services available to people with mental health problems.
- To improve the support and services available to people with mental health problems.
- To improve the support and services available to people with mental health problems.
- To improve the support and services available to people with mental health problems.



Date, heure, minute de certification : 2023-04-27 09:34

Critère de recherche Nom d'organisme : Immunovaccine Technologies Inc.

Critère de sélection Nom d'organisme : IMMUNOVACCINE TECHNO... Code Postal : B3B2C4

### Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
21-1354857-0002	2021-12-15 09:00	2031-12-14

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

#### PARTIES

##### Titulaire

HORIZON TECHNOLOGY FINANCE CORPORATION  
312 Farmington Avenue, Farmington, Connecticut, 06032, USA

##### Constituant

IMMUNOVACCINE TECHNOLOGIES INC.  
130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3B 2C4

#### BIENS

The Constituant hypothecates in favour of the Titulaire as hypothecary representative under Article 2692 of the Civil code of Québec for the Lenders (as defined in the Acte Constitutif) all of its present and after-acquired movable property, corporeal and incorporeal, of any nature whatsoever and wheresoever situate, but excluding Intellectual Property, the whole including, without limitation, the following universalities of present and future movable property of the Constituant:

- (a) Inventory;
- (b) Claims namely: (i) Claims, Receivables and Book Debts; (ii) Rights of Action; (iii) Accessories; (iv) Movable Property;
- (c) Instruments;
- (d) Equipment and Other Property;
- (e) Contracts;
- (f) Permits;
- (g) Documents of Title;
- (h) Insurance;
- (i) Securities;
- (j) Fruits and Revenues;
- (k) Books and Records and Other Documents; and
- (l) Replacement Property.

As such terms are more fully described in the Acte Constitutif.

#### MENTIONS

##### Somme de l'hypothèque

\$45,000,000 in lawful currency of Canada, with interest thereon at the rate of 25% per annum

**Référence à l'acte constitutif**

Forme de l'acte : Notarié en minute

Date : 2021-12-14

Lieu : Montréal

N° de minute : 4866

Nom du notaire : Angelo FEBBRAIO, notaire

**Autres mentions :**

The Titulaire hereby authorizes the Constituant to collect and recover all Claims (as defined in the Acte Constitutif) in the ordinary course of business of the Constituant and for the purpose of carrying on the same.

**AVIS D'ADRESSE**

N° 045752