

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
IMV Inc., et al.,
Debtors in a Foreign Proceeding.¹

Chapter 15
Case No. 23-10589 (KBO)
(Jointly Administered)

NOTICE OF (A) FILING CHAPTER 15 PETITIONS AND RELATED CHAPTER 15 DOCUMENTS SEEKING RECOGNITION OF CANADIAN PROCEEDING AS FOREIGN MAIN PROCEEDING AND (B) RECOGNITION HEARING.

PLEASE TAKE NOTICE that on May 8, 2023, IMV Inc., in its capacity as the duly-appointed foreign representative ("IMV" or the "Foreign Representative") with respect to the foreign proceedings, file #18 No. 523334 (the "Canadian Proceeding"), commenced by the above-captioned debtors (collectively, the "Debtors") in the Supreme Court of Nova Scotia (the "Canadian Court") for which an order was entered recognizing their application on May 1, 2023, pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended, the "CCA"), filed an Official Form 401 Petition for each of the Debtors [D.1. 1 in each of the debtors' respective chapter 15 cases] (collectively, the "Chapter 15 Petitions") under chapter 15 of title 11 of the United States Code (the "Bankruptcy Code") commencing these proceedings ancillary to the Canadian Proceeding, and also the Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Amended and Restated Initial Order, and (IV) Related Relief under Chapter 15 of the Bankruptcy Code [D.1. 4] (the "Verified Petition") seeking recognition of the Canadian Proceeding as a foreign main proceeding within the meaning of chapter 15 of the Bankruptcy Code. A true and correct copy of the Chapter 15 Petitions and the Verified Petition (along with the proposed order granting the relief requested therein including, among other things, recognition of the Canadian Proceeding as a foreign main proceeding) are attached to this Notice as Exhibit I and Exhibit II, respectively.

PLEASE TAKE FURTHER NOTICE that copies of the Chapter 15 Petitions and related filings in these chapter 15 cases are also available (a) on the Bankruptcy Court's Electronic Case Filing System, which can be accessed from the Bankruptcy Court's website at <http://www.ecf.dcb.uscourts.gov> (a PACER login and password are required) or (b) upon written request (including by email) to counsel to the Foreign Representative, Troutman Pepper Hamilton Sanders, Hercules Plaza, Suite 5100, 1313 N. Market Street P.O. Box 1709, Wilmington, Delaware 19899, Attn: David M. Fournier (david.fournier@troutman.com) and Kenneth A. Listwak (ken.listwak@troutman.com).

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers, are: IMV Inc. (6991); IMV USA Inc. (4184) (IMV USA); and Immunovaccine Technologies Inc. (6772) ("IMV"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3B 2C4.

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PLEASE TAKE FURTHER NOTICE that on May 9, 2023, the Bankruptcy Court entered the Order Granting Provisional Relief [D.1. 15] (the "Provisional Relief Order") granting provisional, injunctive, and related relief, including, but not limited to, granting recognition and giving effect in the United States to the Amended and Restated Initial Order entered in the Canadian Proceeding. A true and correct copy of the Provisional Relief Order, is attached to this Notice as Exhibit III.

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court scheduled a hearing for June 5, 2023 at 1:00 p.m. (ET) before the Honorable Karen B. Owens (the "Recognition Hearing") on the Chapter 15 Petitions and Verified Petition to consider the recognition of the Canadian Proceeding as a foreign main proceeding and give full force and effect to orders entered in the Canadian Proceeding and related relief in accordance with the relief requested in the Verified Petition.

PLEASE TAKE FURTHER NOTICE that any party in interest wishing to submit a response, answer, or objection to the Chapter 15 Petitions or the Verified Petition must do so pursuant to the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, and such response, answer, or objection must (a) be in writing, (b) set forth in detail the factual and legal bases therefor, (c) be filed with the Office of the Clerk of the Court, 824 Market Street, Wilmington, Delaware 19801, and (d) be served upon counsel for the Foreign Representative—Troutman Pepper Hamilton Sanders, Hercules Plaza, Suite 5100, 1313 N. Market Street P.O. Box 1709, Wilmington, Delaware 19899, Attn: David M. Fournier (david.fournier@troutman.com) and Kenneth A. Listwak (ken.listwak@troutman.com)—so as to be received on or before May 30, 2023 at 4:00 p.m. (ET).

PLEASE TAKE FURTHER NOTICE that all parties in interest opposed to the Chapter 15 Petition or the Foreign Representative's request for relief in the Verified Petition must appear at the Recognition Hearing at the time and place set forth herein, which may be adjourned from time to time without further notice except for an "in court" announcement at the Recognition Hearing or a filing on the docket of these chapter 15 cases of the date and time to which the Recognition Hearing has been adjourned.

PLEASE TAKE FURTHER NOTICE that unless later ordered by the Bankruptcy Court, any claims process for the Debtors will occur as part of the Canadian Proceeding and not in connection with these chapter 15 cases.

PLEASE TAKE FURTHER NOTICE THAT IF NO RESPONSES OR OBJECTIONS ARE RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED BY THE FOREIGN REPRESENTATIVE WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 10, 2023
Wilmington, Delaware

/s/ Kenneth A. Listwak
TROUTMAN PEPPER HAMILTON SANDERS LLP
David M. Fournier (DE No. 2812)
Kenneth A. Listwak (DE No. 6300)
Hercules Plaza, Suite 5100
1313 N. Market Street, Suite 5100
Wilmington, DE 19801
Telephone: (302) 777-6500
Facsimile: (302) 421-8390
Email: david.fournier@troutman.com
kenneth.listwak@troutman.com

Counsel to the Foreign Representative

EXHIBIT I

Chapter 15 Petitions

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Fill in this information to identify the case:

United States Bankruptcy Court for the
District of Delaware

Case number (if known) _____ Chapter 15

Check if this is an amended filing

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding 12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write debtor's name and case number (if known).

1. Debtor's name IMV Inc.

2. Debtor's unique identifier **For non-individual debtors:**

Federal Employer Identification Number (EIN) _____

Other: 84747 6991 Describe identifier: Business Number

For individual debtors:

Social Security number: xx - xx -

Individual Taxpayer Identification number (ITIN): 9 xx - xx -

Other _____ Describe identifier _____

3. Name of foreign representative(s) IMV Inc.

4. Foreign proceeding in which appointment of the foreign representative(s) occurred Proceeding under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended) before the Supreme Court of Nova Scotia, Hlx No. 523334

5. Nature of the foreign proceeding

Check one:

Foreign main proceeding

Foreign nonmain proceeding

Foreign main proceeding, or in the alternative foreign nonmain proceeding

6. Evidence of the foreign proceeding

A certified copy, translated into English, of the decision commencing the foreign proceeding and appointing the foreign representative is attached.

A certificate, translated into English, from the foreign court, affirming the existence of the foreign proceeding and of the appointment of the foreign representative, is attached.

Other evidence of the existence of the foreign proceeding and of the appointment of the foreign representative is described below, and relevant documentation, translated into English, is attached

7. Is this the only foreign proceeding with respect to the debtor known to the foreign representative(s)?

No. (Attach a statement identifying each country in which a foreign proceeding by, regarding, or against the debtor is pending.)

Yes

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding

page 1

Debtor: IMV Inc. Case number: _____

8. Others entitled to notice

Attach a list containing the names and addresses of:

(i) all persons or bodies authorized to administer foreign proceedings of the debtor,

(ii) all parties to litigation pending in the United States in which the debtor is a party at the time of filing of this petition, and

(iii) all entities against whom provisional relief is being sought under § 1510 of the Bankruptcy Code.

9. Addresses

Country where the debtor has the center of its main interests: Canada

Debtor's registered office:

130 Eileen Stubbs Avenue, Suite 19
Number Street

P.O. Box _____
Dartmouth, Nova Scotia B3B 2C4
City State/Province/Region ZIP/Postal Code

Country: Canada

Individual debtor's habitual residence: _____

Address of foreign representative(s):

130 Eileen Stubbs Avenue, Suite 19
Number Street

P.O. Box _____
Dartmouth, Nova Scotia B3B 2C4
City State/Province/Region ZIP/Postal Code

Country: Canada

10. Debtor's website (URL) www.imv-inc.com

11. Type of debtor

Check one:

Non-individual (check one)

Corporation. Attach a corporate ownership statement containing the information described in Fed. R. Bankr. P. 7007.1

Partnership

Other. Specify: _____

Individual

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding

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CERTIFIED COPY OF INITIAL ORDER IN CANADIAN PROCEEDING

Debtor: IMV Inc. Case number: _____

11. Why is venue proper in this district?

Check one:

Debtor's principal place of business or principal assets in the United States are in this district.

Debtor does not have a place of business or assets in the United States, but the following action or proceeding in a federal or state court is pending against the debtor in this district:

If neither box is checked, venue is consistent with the interests of justice and the convenience of the parties, having regard to the relief sought by the foreign representative, because:

12. Signature of foreign representative(s)

I request relief in accordance with chapter 15 of title 11, United States Code.

I am the foreign representative of a debtor in a foreign proceeding, the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

X [Signature] Andrius Hail, CFO of IMV Inc.
Signature of foreign representative Printed name

Executed on 05/29/2023
MM/DD/YYYY

X _____
Signature of foreign representative Printed name

Executed on MM/DD/YYYY

14. Signature of attorney

X [Signature] Date 5/18/23
Signature of Attorney for foreign representative MM/DD/YYYY

David M. Fountain
Printed name
Trotman, Peppers Hamilton Bondara LLP
Firm name
1013 N. Market Street, Suite 5100
Wilmington, DE 19801
City State ZIP Code

(302) 777-8585 dfountain@tropham.com
Court phone E-mail address

2842 DE
City State

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding

page 3



2023

Hlx 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

Initial Order

The Honourable Justice John P. Bodurtha 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:

Table with 2 columns: Party and Counsel. Parties include Applicant (McCarthy Tétrault LLP) and Proposed Monitor, FTI Consulting Canada Inc. (Stikeman Elliott LLP).

On motion of the Applicants, the following is ordered and declared:

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.

Application

2. The Applicants are affiliated debtor companies within the meaning of the CCAA and are companies to which the CCAA applies.

Effective Time

3. This Order and all of its provisions are effective as of 12:01 a.m. Halifax time, province of Nova Scotia, on May 1, 2023 (the "Effective Time").

in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) all existing and future employee health, dental, life insurance, short and long term disability and related benefits (collectively, the "Group Benefits") payable on or after the date of this Order to employees on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing policies and arrangements or such amended policies and arrangements as are necessary or desirable to deliver the existing Group Benefits;

(c) with prior written approval of the Monitor, the fees and disbursements for any Assistants retained or employed by the Applicant in respect of these proceedings, at their reasonable standard rates and charges.

11. Except as otherwise provided to the contrary herein, the Applicants may pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance including directors and officers insurance, maintenance, and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

12. The Applicants shall remit or pay, in accordance with legal requirements or on terms as may be agreed to between the Applicants and the applicable authority:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: i) employment insurance, ii) Canada Pension Plan, iii) Quebec Pension Plan, and iv) income taxes;

(b) all grants and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province or any regulatory or administrative body or any other authority, in all cases in respect of municipal realty, municipal business, or other taxes, assessments or levies of any nature or kind which are: (i) entitled at law to be paid in priority to claims of secured creditors; (ii) attributable to or in respect of the ongoing Business carried on by the Applicants; and (iii) payable in respect of the period commencing on or after the date of this Order.

13. Until such time as the Applicants disclaims or resiliate a real property lease in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases including, for greater certainty, common area maintenance charges, utilities and realty taxes, and any other amounts payable to the

Plan of Arrangement

4. The Applicants, in consultation with the Monitor, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the "Plan").

Administrative Consolidation

5. The CCAA proceedings of the Applicants shall be consolidated under one single Court file, in file Hlx No. 523334.

6. All proceedings, filings, and other matters in the CCAA proceedings shall be filed jointly and together by the Applicants under file Hlx No. 523334.

7. The consolidation of these CCAA proceedings in respect of the Applicants shall be for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Applicants including, without limitation, for the purposes of any Plan or Plans that may be hereafter proposed.

Possession of Property and Operations

8. The Applicants shall remain in possession and control of their current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof (the "Property"). Subject to further order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property. The Applicants shall be authorized and empowered to continue to retain and employ consultants, agents, experts, accountants, counsel, and such other persons (collectively "Assistants") and the employees currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

9. The Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Affidavit of Andrew Hall dated April 28, 2023, or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as defined hereinafter) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

10. The Applicants may pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee benefits, vacation pay, severance and expenses payable to employees on or after the date of this Order.

landlord under the lease, or as otherwise may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, in accordance with its existing lease agreements. On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid.

14. Except as specifically permitted herein or by further order of this Court, the Applicants are hereby directed, until further order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date without prior written consent of the Monitor; (ii) to grant no security interests, trusts, liens, charges, or encumbrances upon or in respect of any of its Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business or with the prior written approval of the Monitor.

Restructuring

15. The Applicants shall, subject to such requirements as are imposed by the Monitor and under any agreements for debtor in possession financing which may be granted, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their operations or locations as they deem appropriate and make provision for the contingencies thereof in the Plan;

(b) pursue all avenues to finance or refinancing, market, convey, transfer, assign or in any other manner dispose of the Business or Property, in whole or in part, subject to further order of the Court and sections 11.3 and 36 CCAA, and under reserve of subparagraph (c);

(c) convey, transfer assign, lease, or in any other manner dispose of the Property, outside the ordinary course of business, in whole or in part, provided that the price in each case does not exceed \$ 50 000 or \$ 150 000 in the aggregate;

(d) terminate the employment of such of their employees or temporarily or permanently lay off such of their employees as they deem appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Applicants, as applicable, and such employee, or failing such agreement, make provision to deal with, any consequences thereof in the Plan, as the Applicants may determine;

(e) disclaim or resiliate agreements, subject to the provisions of section 32 CCAA which are as follows:

32 (1) Subject to subsections (2) and (3), a debtor company may — on notice given in the prescribed form and manner to the other parties to the agreement and the Monitor — disclaim or resiliate any agreement to which the company is a party on the day on which proceedings commence under this Act. The company may not give notice unless the monitor approves the proposed disclaimer or resiliation.

(2) Within 15 days after the day on which the company gives notice under subsection (1), a party to the agreement may, on notice to the other parties to the

agreement and the monitor, apply to a court for an order that the agreement is not to be disclaimed or resiliated.

(3) If the monitor does not approve the proposed disclaimer or resiliation, the company may, on notice to the other parties to the agreement and the monitor, apply to a court for an order that the agreement be disclaimed or resiliated.

(4) In deciding whether to make the order, the court is to consider, among other things,

(a) whether the monitor approved the proposed disclaimer or resiliation;

(b) whether the disclaimer or resiliation would enhance the prospects of a viable compromise or arrangement being made in respect of the company; and

(c) whether the disclaimer or resiliation would likely cause significant financial hardship to a party to the agreement.

(5) An agreement is disclaimed or resiliated

(a) if no application is made under subsection (2), on the day that is 30 days after the day on which the company gives notice under subsection (1);

(b) if the court dismisses the application made under subsection (2), on the day that is 30 days after the day on which the company gives notice under subsection (1) or on any later day fixed by the court; or

(c) if the court orders that the agreement is disclaimed or resiliated under subsection (3), on the day that is 30 days after the day on which the company gives notice or on any later day fixed by the court.

(6) If the company has granted a right to use intellectual property to a party to an agreement, the disclaimer or resiliation does not affect the party's right to use the intellectual property — including the party's right to enforce an exclusive use — during the term of the agreement, including any period for which the party extends the agreement as of right, as long as the party continues to perform its obligations under the agreement in relation to the use of the intellectual property.

(7) If an agreement is disclaimed or resiliated, a party to the agreement who suffers a loss in relation to the disclaimer or resiliation is considered to have a provable claim.

(8) A company shall, on request by a party to the agreement, provide in writing the reasons for the proposed disclaimer or resiliation within five days after the day on which the party requests them.

(9) This section does not apply in respect of

(a) an eligible financial contract;

(b) a collective agreement;

(c) a financing agreement if the company is the borrower; or

(d) a lease of real property or of an immovable if the company is the lessor,

and

(f) subject to section 11.3 CCAA, assign any rights and obligations of the Applicants.

No Proceedings Against the Applicant or the Property

16. Until and including the day of May 5, 2023, or such later date as this Court may order (the "Stay Period"), no claim, grievance, application, action, suit, right or remedy, or proceeding or enforcement process in any court, tribunal, or arbitration association (each, a "Proceeding") including but not limited to seizures, right to detain, executions, writs of seizure or execution, any and all actions, applications, arbitration proceedings and other lawsuits existing at the time of this Order in which any of the Applicants is a defendant, party or respondent (either individually or with other Persons (as defined hereinafter)) shall be commenced, continued, or enforced against or in respect of any of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court. The entities related to or affiliated with the Monitor shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.

17. The rights of His Majesty in right of Canada and His Majesty in right of a Province are suspended in accordance with the terms and conditions of section 11.09 CCAA.

No Exercise of Rights or Remedies

18. During the Stay Period all rights and remedies, including, but not limited to modifications of existing rights and events deemed to occur pursuant to any agreement to which any of the Applicants is a party as a result of the insolvency of the Applicants and/or these CCAA proceedings, any events of default or non-performance by any of the Applicants as a result of the insolvency of the Applicants and/or these CCAA proceedings or any admissions or evidence in these CCAA proceedings, of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicants are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA; (iii) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety, or the environment; (iv) prevent the filing of any registration to preserve or perfect a security interest; or (v) prevent the registration of a claim for lien and the related filing of an action to preserve the right of a lien holder, provided that the Applicants shall not be required to file a defence during the stay period.

No Interference with Rights

19. During the Stay Period, no Person shall discontinue, fail to renew per the same terms and conditions, fail to honour, alter, interfere with, repudiate, terminate, or cease to

perform any right, renewal right, contract, agreement, licence, or permit in favour of or held by the Applicants, including but not limited to renewal rights in respect of existing insurance policies on the same terms, except with the written consent of the Applicants and the Monitor, or leave of this Court.

Exemption from Certain Reporting Obligations

20. Any and all continuous disclosure, reporting and filing obligations of, and audit committee requirements applicable to IMV Inc. as a result of its status as a reporting issuer in each of the provinces and territories of Canada subject to Canadian securities laws, rules, regulations and policy statements is hereby suspended until further order of this Court.

Shareholders' Meeting

21. The time limit to call and hold the Applicants' annual shareholders' meeting is extended until after the conclusion of the CCAA Proceedings, subject to further order of this Court.

Continuation of Services

22. During the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, or other services to the Business or the Applicants, are hereby restrained until further order of this Court from discontinuing, failing to renew per the same terms and conditions, altering, interfering with, or terminating the supply of such goods or services as may be required by the Applicants, and the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

Non-Derogation of Rights

23. Notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property, or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

Proceedings Against Directors and Officers

24. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future, *de jure* or *de facto*, directors or officers of the Applicants, nor against any person deemed to be a director or an officer of any of the Applicants under subsection 11.03(2) of the CCAA (the "Directors and Officers"), with respect to any claim against the directors or officers that arose prior to the Effective Time and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law

to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court, these proceedings are dismissed by final order of this Court, or with leave of this Court.

Appointment of Monitor

25. FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Applicants, the Property, and the Applicants' conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and the Applicants and their shareholders, officers, directors, employees and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations, and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements;

(b) report to the Court on the state of the business and financial affairs of the Applicants or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order and may file consolidated reports for the Applicants;

(c) advise the Applicants in their development of the Plan and any amendments to the Plan, and, to the extent deemed appropriate by the Monitor, assist in their negotiations with creditors, customers, vendors, and other interested Persons;

(d) assist the Applicants, to the extent deemed appropriate by the Monitor, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(e) retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of this Order, including, without limitation, one or more entities related to or affiliated with the Monitor;

(f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents and to the Business of the Applicants, to the extent that is necessary to adequately assess the Applicant's Business and financial affairs or to perform its duties arising under this Order;

(g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order, including any affiliate of, or person related to the Monitor;

- (h) develop a claims process to ascertain the quantum of the claims of all creditors; and
- (i) be at liberty to perform such other duties as are required by this Order or by this Court from time to time.
27. The Monitor shall, as soon as practicable, (i) publish once a week for two (2) consecutive weeks or as otherwise directed by the Court, in La Presse+, the Globe & Mail National Edition and the Wall Street Journal and (ii) within five (5) business days after the date of this Order (A) post on the Monitor's website (the "Website") a notice containing the information prescribed under the CCAA, (B) make this Order publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the Debtors of more than \$1,000, advising them that this Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) CCAA and the regulations made thereunder;
28. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.
29. Nothing herein contained shall limit the protections afforded the Monitor at law including those protections set out in the CCAA.
30. The Monitor may provide, with copy to counsel to the Applicants, creditors and other relevant stakeholders of the Applicants with information in response to reasonable requests for information made in writing by such creditor or relevant stakeholder addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors or other relevant stakeholders unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
31. The Monitor, counsel to the Monitor, and all counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case not to exceed their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor (Stikeman Elliott LLP) and counsel for the Applicants (McCarthy Tétrault LLP, Stewart McKelvey Lawyers and Trustees, and Troutman Pepper Hamilton Sanders LLP) on a weekly basis and, in addition, the Applicants are authorized to provide each with a reasonable retainer in advance on account of such fees and disbursements, if so requested.
32. The Monitor and its legal counsel shall pass their accounts from time to time before a judge of this court or a referee appointed by a judge.
33. The Monitor, counsel to the Monitor and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge, security and hypothec (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$350,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the

making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 37 and 39 herein.

Directors' Charge

34. The Applicant shall indemnify their Directors and Officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the Directors or Officers' gross negligence or willful misconduct.
35. The Directors and Officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge, security and hypothec (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$450,000, as security for the indemnity provided in paragraph 34 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39 herein.
36. Notwithstanding any language in any applicable insurance policy to the contrary, (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (ii) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 34 of this Order.

Validity and Priority of the Charges Created by this Order

37. The priorities of the Administration Charge and the Directors' Charge, as among them, with respect to the Property to which they apply shall be as follows:
- First – Administration Charge (to the maximum amount of \$350,000);
- Second – Directors' Charge (to the maximum amount of \$450,000).
38. The filing, registration or perfection of the Directors' Charge or the Administration Charge (collectively, the "Charges") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
39. Each of the Administration Charge and the Directors' Charge (all as constituted and defined herein) shall constitute a charge, security and hypothec on the Property.
40. The Applicants and the Chargees shall be entitled, upon giving notice to parties likely to be affected, to seek an order changing the amount of the Charges or providing that the Charges shall rank in priority to secured creditors of the Applicants, including over the claims of the federal and provincial governments subject to a deemed trust.
41. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any hypothecs, mortgages, security interests, priorities, trusts (including deemed or constructive trusts), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise, of whatever nature or kind (collectively, the "Encumbrances") over any Property that rank in priority to, or *pari passu* with, any of the Administration Charge or the Directors' Charge, unless the

Applicants obtains the prior written consent of the Monitor, and the beneficiaries of the Administration Charge and the Directors' Charge, or further Order of this Court.

42. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such application(s); (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, leases, subleases, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance same shall create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

Service and Notice

43. Subject to further Order of this Court, all applications in these CCAA proceedings are to be brought on not less than five (5) days' notice to all Persons on the service list. Each application shall specify a date (the "Initial Hearing Date") and time (the "Initial Hearing Time") for the hearing.
44. Any Person wishing to object to the relief sought on an application in these CCAA proceedings must serve a detailed written contestation stating the objection to the application and the grounds for such objection (a "Contestation") in writing to the moving party, the Applicants and the Monitor, with a copy to all Persons on the service list, no later than 5 p.m. Halifax time on the date that is three (3) days prior to the initial Hearing Date (the "Objection Deadline").
45. If no Contestation is served by the Objection Deadline, the Judge having carriage of the application (the "Presiding Judge") may determine: (i) whether a hearing is necessary; (ii) whether such hearing will be in person, virtually, by telephone or by written submissions only; and (iii) the parties from whom submissions are required (collectively, the "Hearing Details"). In the absence of any such determination, a hearing will be held in the ordinary course.
46. If no Contestation is served by the Objection Deadline, the Applicants shall communicate with the Presiding Judge regarding whether a determination has been made by the Presiding Judge concerning the Hearing Details. The Applicants shall thereafter advise

the service list of the Hearing Details and the Applicants shall report upon its dissemination of the Hearing Details to the Court in a timely manner.

47. If a Contestation is served by the Objection Deadline, the interested parties shall appear before the Presiding Judge on the Initial Hearing Date at the Initial Hearing Time, or such earlier or later time as may be directed by the Court, to, as the Court may direct: (i) proceed with the hearing on the Initial Hearing Date and at the Initial Hearing Time; or (ii) establish a schedule for the delivery of materials and the hearing of the contested application and such other matters, including interim relief, as the Court may direct.
48. Except as otherwise specified herein, the Applicants and the Monitor are at liberty to serve any notice, proof of claim form, proxy, circular or other document in connection with these CCAA proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of the Applicants and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.
49. The Applicants and the Monitor may give notice of this Order, any other materials and orders in these CCAA proceedings, and any notices, and provide correspondence, by forwarding PDF copies originals or true copies by prepaid ordinary mail, courier, personal delivery, or electronic transmission, including by email, to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and any such notice by courier, personal delivery, or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.
50. The Applicants and the Monitor, and any party who has filed a demand of notes may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsel's e-mail addresses as recorded on the service list from time to time, and the Monitor may post a copy of any or all such materials on its website at <http://ccacanada.ficconsulting.com/inv>.
51. Unless otherwise provided herein, under the CCAA, or ordered by this Court, no document, order or other material need be served on any Person in respect of these CCAA proceedings, unless such Person has filed a demand of notes, or appears on the service list prepared by counsel for the Monitor, save and except when an order is sought against a Person not previously involved in these CCAA proceedings.

Comeback Hearing

52. Notwithstanding paragraphs 43 to 47 of this Order, the Comeback Hearing shall be held at 2 p.m. (Halifax time) on May 5, 2023.

General

53. The Applicants or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order.

54. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, construction lien trustee, or a trustee in bankruptcy of the Applicants, the Business or the Property.
55. This Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
56. 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 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, including an order for recognition of these CCAA proceedings as "Foreign Main Proceedings" in the United States of America pursuant to Chapter 15 of the United States Bankruptcy Code, and 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.
57. 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 Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants, and the Monitor as may be necessary or desirable to give effect to this 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 Order.
58. For the purposes of any applications authorized by paragraphs 56 and 57, Applicants' "centre of main interest" is located in the province of Nova Scotia, Canada.
59. Each of the Applicants and the Monitor may apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor may act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
60. 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.

Schedule "A" – Service List

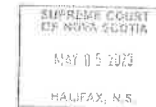
PARTY	ADDRESS	METHOD OF SERVICE
IMV Inc. and Immunovaccine Technologies Inc.	c/o Alain N. Tardif and François Alexandre Toupin McCarthy Tétrault LLP 1000 De La Gauchetière Street West Suite M2400 Montréal, QC H3B 0A2 Sara L. Scott Stewart McKelvey 600-1741 Lower Water Street Halifax, NS B3J 0J2	alardif@mccarthy.ca fatoupin@mccarthy.ca sscott@stewartmckelvey.com
Monitor, FTI Canada Consulting Inc.	c/o Jeffrey Rosenberg Senior Managing Director TD South Tower 79 Wellington Street West Toronto Dominion Centre, Suite 2010 P.O. Box 104 Toronto, ON M5K 1G8	jeffrey.rosenberg@fticonsulting.com

Issued May 1, 2023
 IN THE SUPREME COURT OF NOVA SCOTIA
 I hereby certify that the foregoing document,
 identified by the Seal of the Court, is a true
 copy of the original document on file herein.
 Dated the 1st day of May AD.
Laurel
 Deputy Prothonotary.

Laurel Paul
 LAUREL PAUL
 Deputy Prothonotary

**CERTIFIED COPY OF AMENDED AND RESTATED INITIAL ORDER
 IN CANADIAN PROCEEDING**

2023



Hfx No. 523334

SUPREME COURT OF NOVA SCOTIA

Application by IMV Inc. and Immunovaccine Technologies Inc. and IMV USA Inc. (the "Applicants"), for relief under the Companies' Creditors Arrangement Act

Amended and Restated Initial Order



Before the Honourable

Justice John P. Bodurtha

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 JFB, J. 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>
Applicants	McCarthy Tétrault LLP Alain N. Tardif François Alexandre Toupin Stewart McKelvey Lawyers Sara L. Scott
Monitor, FTI Consulting Canada Inc.	Stikeman Elliott LLP Maria Konyukhova
Horizon Technology Finance Corporation, as agent	Aird & Berlis LLP Miranda Spence Kyle Plunkett

On motion of the Applicants, the following is ordered and declared:

Service

- The service of the Notice of Motion, the associated pleadings, and the supporting documents, as set out in the affidavit of service is hereby abridged and validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

Application

- The Applicants are affiliated debtor companies within the meaning of the CCAA and are companies to which the CCAA applies.

Effective Time

3. This Order and all of its provisions are effective as of 12:01 a.m. Halifax time, province of Nova Scotia, on May 1, 2023 (the "Effective Time").

Plan of Arrangement

4. The Applicants, in consultation with the Monitor, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the "Plan").

Administrative Consolidation

5. The CCAA proceedings of the Applicants shall be consolidated under one single Court file, in file Hfx No. 523334.
6. All proceedings, filings, and other matters in the CCAA proceedings shall be filed jointly and together by the Applicants under file Hfx No. 523334.
7. The consolidation of these CCAA proceedings in respect of the Applicants shall be for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Applicants including, without limitation, for the purposes of any Plan or Plans that may be hereafter proposed.

Possession of Property and Operations

8. The Applicants shall remain in possession and control of their current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof (the "Property"). Subject to further order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property. The Applicants shall be authorized and empowered to continue to retain and employ consultants, agents, experts, accountants, counsel, and such other persons (collectively "Assistants") and the employees currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
9. The Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Affidavit of Andrew Hill dated April 28, 2023, or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as defined hereinafter) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

- (c) any amount payable to the Crown in right of Canada or of any Province or any regulatory or administrative body or any other authority, in all cases in respect of municipal realty, municipal business, or other taxes, assessments or levies of any nature or kind which are: (i) entitled at law to be paid in priority to claims of secured creditors; (ii) attributable to or in respect of the ongoing Business carried on by the Applicants; and (iii) payable in respect of the period commencing on or after the date of this Order.
13. Until such time as the Applicants disclaims or resiliates a real property lease in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases, including, for greater certainty, common area maintenance charges, utilities and realty taxes, and any other amounts payable to the landlord under the lease, or as otherwise may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, in accordance with its existing lease agreements. On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid.
14. Except as specifically permitted herein or by further order of this Court, the Applicants are hereby directed, until further order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date without prior written consent of the Monitor; (ii) to grant no security interest, trusts, liens, charges, or encumbrances upon or in respect of any of its Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business or with the prior written approval of the Monitor.

Restructuring

15. The Applicants shall, subject to such requirements as are imposed by the Monitor and under any agreements for debtor in possession financing which may be granted, have the right to:
- (a) permanently or temporarily cease, downsize or shut down any of their operations or locations as they deem appropriate and make provision for the consequences thereof in the Plan;
- (b) pursue all avenues to finance or refinance, market, convey, transfer, assign or in any other manner dispose of the Business or Property, in whole or in part, subject to further order of the Court and sections 11.3 and 35 CCAA, and under reserve of subparagraph (c);
- (c) convey, transfer assign, lease, or in any other manner dispose of the Property, outside the ordinary course of business, in whole or in part, provided that the price in each case does not exceed \$ 50 000 or \$ 150 000 in the aggregate;
- (d) terminate the employment of such of their employees or temporarily or permanently lay off such of their employees as they deem appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Applicants, as applicable, and such employee, or failing such agreement, make provision to deal with, any consequences thereof in the Plan, as the Applicants may determine;

10. The Applicants may pay the following expenses whether incurred prior to or after this Order
- (a) all outstanding and future wages, salaries, employee benefits, vacation pay, severance and expenses payable to employees on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) all existing and future employee health, dental, life insurance, short and long term disability and related benefits (collectively, the "Group Benefits") payable on or after the date of this Order to employees on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing policies and arrangements or such amended policies and arrangements as are necessary or desirable to deliver the existing Group Benefits;
- (c) with prior written approval of the Monitor, the fees and disbursements for any Assistants retained or employed by the Applicant in respect of these proceedings, at their reasonable standard rates and charges; and
- (d) with the consent of the Monitor, amounts owing for goods or services actually provided to the Applicants prior to the Effective Time by third parties, if, in the opinion of IMV, such third party is critical to the Business and ongoing operations of IMV and such third party would sustain material prejudice if such payment is not made, up to a maximum aggregate amount of \$350,000.
11. Except as otherwise provided to the contrary herein, the Applicants may pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance including directors and officers insurance, maintenance, and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.
12. The Applicants shall remit or pay, in accordance with legal requirements or on terms as may be agreed to between the Applicants and the applicable authority:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: i) employment insurance, ii) Canada Pension Plan, iii) Quebec Pension Plan, and iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order; and

- (e) disclaim or resiliate agreements, subject to the provisions of section 32 CCAA which are as follows:

32 (1) Subject to subsections (2) and (3), a debtor company may — on notice given in the prescribed form and manner to the other parties to the agreement and the monitor — disclaim or resiliate any agreement to which the company is a party on the day on which proceedings commence under this Act. The company may not give notice unless the monitor approves the proposed disclaimer or resiliation.

(2) Within 15 days after the day on which the company gives notice under subsection (1), a party to the agreement may, on notice to the other parties to the agreement and the monitor, apply to a court for an order that the agreement is not to be disclaimed or resiliated.

(3) If the monitor does not approve the proposed disclaimer or resiliation, the company may, on notice to the other parties to the agreement and the monitor, apply to a court for an order that the agreement be disclaimed or resiliated.

(4) In deciding whether to make the order, the court is to consider, among other things,

- (a) whether the monitor approved the proposed disclaimer or resiliation;
- (b) whether the disclaimer or resiliation would enhance the prospects of a viable compromise or arrangement being made in respect of the company; and
- (c) whether the disclaimer or resiliation would likely cause significant financial hardship to a party to the agreement.

(5) An agreement is disclaimed or resiliated

(a) if no application is made under subsection (2), on the day that is 30 days after the day on which the company gives notice under subsection (1);

(b) if the court dismisses the application made under subsection (2), on the day that is 30 days after the day on which the company gives notice under subsection (1) or on any later day fixed by the court; or

(c) if the court orders that the agreement is disclaimed or resiliated under subsection (2), on the day that is 30 days after the day on which the company gives notice or on any later day fixed by the court.

(6) If the company has granted a right to use intellectual property to a party to an agreement, the disclaimer or resiliation does not affect the party's right to use the intellectual property — including the party's right to enforce an exclusive use — during the term of the agreement, including any period for which the party extends the agreement as of right, as long as the party continues to perform its obligations under the agreement in relation to the use of the intellectual property.

(7) If an agreement is disclaimed or resiliated, a party to the agreement who suffers a loss in relation to the disclaimer or resiliation is considered to have a provable claim.

(8) A company shall, on request by a party to the agreement, provide in writing the reasons for the proposed disclaimer or rescission within five days after the day on which the party requests them.

(9) This section does not apply in respect of

- (a) an eligible financial contract;
- (b) a collective agreement;
- (c) a financing agreement if the company is the borrower; or
- (d) a lease of real property or of an immovable if the company is the lessor,

and

- (f) subject to section 11.3 CCAA, assign any rights and obligations of the Applicants.

No Proceedings Against the Applicant or the Property

16. Until and including the day of July 17, 2023, or such later date as this Court may order (the "Stay Period"), no claim, grievance, application, action, suit, right or remedy, or proceeding or enforcement process in any court, tribunal, or arbitration association (each, a "Proceeding") including but not limited to seizures, right to distress, executions, writs of seizure or execution, any and all actions, applications, arbitration proceedings and other lawsuits existing at the time of this Order in which any of the Applicants is a defendant, party or respondent (either individually or with other Persons (as defined hereinafter)) shall be commenced, continued, or enforced against or in respect of any of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court. The entities related to or affiliated with the Monitor shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.
17. The rights of His Majesty in right of Canada and His Majesty in right of a Province are suspended in accordance with the terms and conditions of section 11.09 CCAA.

No Exercise of Rights or Remedies

18. During the Stay Period all rights and remedies, including, but not limited to modifications of existing rights and events deemed to occur pursuant to any agreement to which any of the Applicants is a party as a result of the insolvency of the Applicants and/or these CCAA proceedings, any events of default or non-performance by any of the Applicants as a result of the insolvency of the Applicants and/or these CCAA proceedings or any admissions or evidence in these CCAA proceedings, of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any

services, utility, or other services to the Business or the Applicants, are hereby restrained until further order of this Court from discontinuing, failing to renew per the same terms and conditions, altering, interfering with, or terminating the supply of such goods or services as may be required by the Applicants, and the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

Non-Derogation of Rights

24. Notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property, or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

Proceedings Against Directors and Officers

25. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current, or future, *de jure* or *de facto*, directors or officers of the Applicants, nor against any person deemed to be a director or an officer of any of the Applicants under subsection 11.03(3) of the CCAA (the "Directors and Officers"), with respect to any claim against the directors or officers that arose prior to the Effective Time and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court, these proceedings are dismissed by final order of this Court, or with leave of this Court.

Appointment of Monitor

26. FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Applicants, the Property, and the Applicants' conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and the Applicants and their shareholders, officers, directors, employees and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations, and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
27. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
- (a) monitor the Applicants' receipts and disbursements;

business which the Applicants are not lawfully entitled to carry on; (ii) effect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA; (iii) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety, or the environment; (iv) prevent the filing of any registration to preserve or perfect a security interest; or (v) prevent the registration of a claim for lien and the related filing of an action to preserve the right of a lien holder, provided that the Applicants shall not be required to file a defence during the stay period.

No Interference with Rights

19. During the Stay Period, no Person shall discontinue, fail to renew per the same terms and conditions, fail to honour, alter, interfere with, repudiate, terminate, or cease to perform any right, renewal right, contract, agreement, licence, or permit in favour of or held by the Applicants, including but not limited to renewal rights in respect of existing insurance policies on the same terms, except with the written consent of the Applicants and the Monitor, or leave of this Court.

Reporting Obligations

20. The decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including, without limitation, financial statements, disclosures, core or non-core documents and press releases) (collectively, the "Securities Filings") and not to maintain an audit committee that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the Securities Act (Nova Scotia), RSMNS 1989, c 418, as amended and comparable statutes enacted by other provinces and territories of Canada, and the rules, regulations and policies of the Toronto Stock Exchange (collectively, the "Securities Provisions"), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Provisions.
21. None of the Directors and Officers, employees, and other representatives of the Applicants, nor the Monitor and its directors, officers, employees and representatives, shall have any personal liability for any failure by the Applicants to make any Securities Filings or comply with any obligation to maintain an audit committee required by the Securities Provisions during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants.

Shareholders' Meeting

22. The time limit to call and hold the Applicants' annual shareholders' meeting is extended until after the conclusion of the CCAA Proceedings, subject to further order of this Court.

Continuation of Services

23. During the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation

services, utility, or other services to the Business or the Applicants, are hereby restrained until further order of this Court from discontinuing, failing to renew per the same terms and conditions, altering, interfering with, or terminating the supply of such goods or services as may be required by the Applicants, and the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

Non-Derogation of Rights

24. Notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property, or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

Proceedings Against Directors and Officers

25. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current, or future, *de jure* or *de facto*, directors or officers of the Applicants, nor against any person deemed to be a director or an officer of any of the Applicants under subsection 11.03(3) of the CCAA (the "Directors and Officers"), with respect to any claim against the directors or officers that arose prior to the Effective Time and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court, these proceedings are dismissed by final order of this Court, or with leave of this Court.

Appointment of Monitor

26. FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Applicants, the Property, and the Applicants' conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and the Applicants and their shareholders, officers, directors, employees and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations, and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
27. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
- (a) monitor the Applicants' receipts and disbursements;

(b) report to the Court on the state of the business and financial affairs of the Applicants or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order and may file consolidated reports for the Applicants;

(c) advise the Applicants in their development of the Plan and any amendments to the Plan, and to the extent deemed appropriate by the Monitor, assist in their negotiations with creditors, customers, vendors, and other interested Persons;

(d) assist the Applicants, to the extent deemed appropriate by the Monitor, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(e) retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of this Order, including, without limitation, one or more entities related to or affiliated with the Monitor;

(f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents and to the Business of the Applicants, to the extent that is necessary to adequately assess the Applicant's Business and financial affairs or to perform its duties arising under this Order;

(g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order, including any affiliate of, or person related to the Monitor;

(h) develop a claims process to ascertain the quantum of the claims of all creditors; and

(i) be at liberty to perform such other duties as are required by this Order or by this Court from time to time.

28. The Monitor shall, as soon as practicable, (i) publish once a week for two (2) consecutive weeks or as otherwise directed by the Court, in La Presse+, the Globe & Mail National Edition and the Wall Street Journal and (ii) within five (5) business days after the date of this Order (A) post on the Monitor's website (the "Website") a notice containing the information prescribed under the CCAA, (B) make this Order publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the Debtors of more than \$1,000, advising them that this Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) CCAA and the regulations made thereunder;

29. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

30. Nothing herein contained shall limit the protections afforded the Monitor at law including those protections set out in the CCAA.
31. The Monitor may provide, with copy to counsel to the Applicants, creditors and other relevant stakeholders of the Applicants with information in response to reasonable requests for information made in writing by such creditor or relevant stakeholder addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors or other relevant stakeholders unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
32. The Monitor, counsel to the Monitor, and all counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case not to exceed their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor (Silkman Elliott LLP) and counsel for the Applicants (McCarthy Tétrault LLP, Stewart McKelvey Lawyers and Troutman Pepper Hamilton Sanders LLP) on a weekly basis and, in addition, the Applicants are authorized to provide each with a reasonable retainer in advance on account of such fees and disbursements, if so requested.
33. The Monitor and its legal counsel shall pass their accounts from time to time before a Judge of this court or a referee appointed by a Judge.
34. The Monitor, counsel to the Monitor and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge, security and hypothec (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$750,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 40 and 42 herein.
- Directors' Charge**
35. The Applicant shall indemnify their Directors and Officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the Directors or Officers' gross negligence or willful misconduct.
36. The Directors and Officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge, security and hypothec (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$275,000, as security for the indemnity provided in paragraph 35 of this Order. The Directors' Charge shall have the priority set out in paragraphs 40 and 42 herein.
37. Notwithstanding any language in any applicable insurance policy to the contrary, (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (ii) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 35 of this Order.

borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- neither the creation of the Charges nor the execution, delivery, perfection, registration or performance same shall create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

Sale and Investment Solicitation Process

45. The sale and investment solicitation process ("SISP") procedures attached as Schedule C to this Order (the "SISP Procedures") are hereby approved, and the Monitor is hereby authorized to commence the SISP in accordance with the terms and conditions of the SISP Procedures. The Monitor and the Applicants are hereby authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations under the SISP Procedures.
46. The Monitor and its affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the conducting of the SISP, including any steps taken by the Monitor prior to the approval of the SISP and described in the First Report of the Monitor which are hereby approved *intra pro tunc*, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Monitor in performing its obligations under the SISP Procedures, as determined by this Court.
47. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Applicants, the Monitor and their respective advisors are hereby authorized and permitted, subject to the execution of a non-disclosure agreement, to disclose and transfer to prospective SISP participants (each, a "SISP Participant") and their advisors personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "Transaction"). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicants or the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Applicants or the Monitor. Any Successful Party shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal

Key Employee Retention Plan

38. The Key Employee Retention Plan (the "KERP") attached as Schedule B to this Order (with its schedules filed under seal) is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP with such minor alterations, changes, amendments, deletions or additions made thereto, with the consent of the Monitor, save and except with respect to the quantum of the KERP.
39. The employees referred to in the KERP (the "Key Employees") shall be entitled and are hereby granted a charge on the Property (the "KERP Charge") in the aggregate amount of \$575,000, to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority set out in paragraphs 40 and 42 herein.

Validity and Priority of the Charges Created by this Order

40. The priorities of the Administration Charge, the Directors' Charge and the KERP Charge, as among them, with respect to the Property to which they apply shall be as follows:
- First – Administration Charge (to the maximum amount of \$750,000);
- Second – Directors' Charge (to the maximum amount of \$275,000); and
- Third – KERP Charge (to the maximum amount of \$575,000).
41. The filing, registration or perfection of the Administration Charge, the Directors' Charge or the KERP Charge (collectively, the "Charges") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
42. Each of the Administration Charge, the Directors' Charge and the KERP Charge (all as constituted and defined herein) shall constitute a charge, security and hypothec on the Property and such Charges shall rank in priority to all other hypothecs, mortgages, security interests, priorities, trusts (including deemed or constructive trusts), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise, of whatever nature or kind (collectively, the "Encumbrances") in favour of any Person.
43. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Administration Charge, the Directors' Charge or the KERP Charge, unless the Applicants obtain the prior written consent of the Monitor, the Secured Lenders and the beneficiaries of the Administration Charge, the Directors' Charge and the KERP Charge, or further Order of this Court.
44. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") hereunder shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to

information to the Applicants or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Applicants or the Monitor.

Service and Notice

48. Subject to further Order of this Court, all applications in these CCAA proceedings are to be brought on not less than five (5) days' notice to all Persons on the service list. Each application shall specify a date (the "Initial Hearing Date") and time (the "Initial Hearing Time") for the hearing.
49. Any Person wishing to object to the relief sought on an application in these CCAA proceedings must serve a detailed written contestation stating the objection to the application and the grounds for such objection (a "Contestation") in writing to the moving party, the Applicants and the Monitor, with a copy to all Persons on the service list, no later than 5 p.m. Halifax time on the date that is three (3) days prior to the Initial Hearing Date (the "Objection Deadline").
50. If no Contestation is served by the Objection Deadline, the Judge having carriage of the application (the "Presiding Judge") may determine: (i) whether a hearing is necessary; (ii) whether such hearing will be in person, virtually, by telephone or by written submissions only; and (iii) the parties from whom submissions are required (collectively, the "Hearing Details"). In the absence of any such determination, a hearing will be held in the ordinary course.
51. If no Contestation is served by the Objection Deadline, the Applicants shall communicate with the Presiding Judge regarding whether a determination has been made by the Presiding Judge concerning the Hearing Details. The Applicants shall thereafter advise the service list of the Hearing Details and the Applicants shall report upon its dissemination of the Hearing Details to the Court in a timely manner.
52. If a Contestation is served by the Objection Deadline, the interested parties shall appear before the Presiding Judge on the Initial Hearing Date at the Initial Hearing Time, or such earlier or later time as may be directed by the Court, to, as the Court may direct: (i) proceed with the hearing on the Initial Hearing Date and at the Initial Hearing Time; or (ii) establish a schedule for the delivery of materials and the hearing of the contested application and such other matters, including interim relief, as the Court may direct.
53. Except as otherwise specified herein, the Applicants and the Monitor are at liberty to serve any notice, proof of claim form, proxy, circular or other document in connection with these CCAA proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of the Applicants and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.
54. The Applicants and the Monitor may give notice of this Order, any other materials and orders in these CCAA proceedings, and any notices, and provide correspondence, by forwarding PDF copies original or true copies by prepaid ordinary mail, courier, personal delivery, or electronic transmission, including by email, to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and any such notice by courier, personal delivery, or electronic

transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

- 55. The Applicants and the Monitor, and any party who has filed a demand of notice may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsel's e-mail addresses as recorded on the service list from time to time, and the Monitor may post a copy of any or all such materials on its website at <http://c/canada.fticonsulting.com/imv>.
- 56. Unless otherwise provided herein, under the CCAA, or ordered by this Court, no document, order or other material need be served on any Person in respect of these CCAA proceedings, unless such Person has filed a demand of notice, or appears on the service list prepared by counsel for the Monitor, save and except when an order is sought against a Person not previously involved in these CCAA proceedings.

General

- 57. The Applicants or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order.
- 58. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, construction lien trustee, or a trustee in bankruptcy of the Applicants, the Business or the Property.
- 59. This Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
- 60. 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 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, including an order for recognition of these CCAA proceedings as "Foreign Main Proceedings" in the United States of America pursuant to Chapter 15 of the United States Bankruptcy Code, and 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.
- 61. 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 Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants, and the Monitor as may be necessary or desirable to give effect to this 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 Order.
- 62. For the purposes of any applications authorized by paragraphs 60 and 61, Applicants' "centre of main interests" is located in the province of Nova Scotia, Canada.

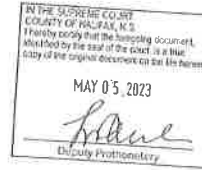
Schedule "A" – Service List

- 63. Each of the Applicants and the Monitor may apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor may act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 64. The schedules to the Key Employee Bonus Agreement (Schedule B to this Order) and Appendix B to the First Report of the Monitor dated May 4, 2023, shall be and remain sealed and kept confidential until further Order of this Court.
- 65. 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 *May 5th*, 2023

Laurel Paul

 Prothonotary
LAUREL PAUL
 Deputy Prothonotary



2023

Hfx No. 523334

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*

SERVICE LIST

Party	Method of Service
McCarthy Tétrault LLP 1000 De La Guchetière Street West Suite M2400 Montréal, QC H3B 0A2 <i>Counsel to the Applicants.</i>	M ^{rs} Alain N. Tardif Tel : 514.397.4274 E-mail : atardif@mccarthy.ca M ^{rs} François Alexandre Toupin Tel: 514.397.4210 E-mail: fatoupin@mccarthy.ca
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Schedule "B" – KERP

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Stikeman Elliot LLP 5300 Commerce Court West 199 Bay Street Toronto ON M5L 1B9	M ^{rs} Maria Konyukhova Tel : 416.869.5230 E-mail : mkonyukhova@stikeman.com <i>Counsel to the Appointed Monitor</i>
Atlantic Canada Opportunities Agency Legal Services Department of Justice / Government of Canada PO Box 6051 644 Main Street Moncton, NB E1C 9J8	M ^{rs} Karine LeBlanc Tel: 506.851.2153 Email: karine.leblanc@acco-apeca.gc.ca
Canada Revenue Agency	General address for service notificationPGC-AGC.fiscal-tax@justice.gc.ca notificationPGC-AGC.civil@justice.gc.ca
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MTDOCS 47697991

-2-

KEY EMPLOYEE BONUS AGREEMENT (THE "AGREEMENT") dated as of May 4, 2023

BETWEEN: IMV Inc., a corporation incorporated under the *Canada Business Corporations Act*;

AND: Immunovaccine Technologies Inc., a corporation incorporated under the *Companies Act* (Nova Scotia); (the "Canadian Employer")

AND: IMV USA Inc., a corporation incorporated under the laws of Delaware, United States; (the "US Employer" and together with IMV Inc. and the Canadian Employer, the "Company")

AND: Each person other than the Company having executed this Agreement (each, a "Participant" and collectively, the "Participants")

WHEREAS:

- Each Participant currently holds the position set out in each Participant's signature page with the Company;
- The Company acknowledges that each Participant is essential in ensuring the continued success and growth of the Company's business and is key to the conclusion of a Transaction (as defined hereinafter) beneficial to all of the Company's stakeholders;
- Taking into account these considerations, the Company wishes to offer each Participant certain incentives and payments detailed herein; and
- Each Participant's terms of employment with the Company shall continue in full force and effect and unamended, save as provided in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Confidentiality

Each Participant recognizes and acknowledges that the incentives and payments provided for herein are strictly confidential and that he (or she) may not discuss the contents of this Agreement, or the incentives and payments described herein, with anyone except his or her legal and financial advisors, and spouse if any (and, then, only if they agree first to preserve such confidentiality).

2. Key Employee Bonus

- Subject to the terms set forth in this Agreement, each Participant will receive his/her share as set out in each Participant's signature page of a key employee bonus of an amount up to USD \$425,000 ("Key Employee Bonus"), which will be payable by the Company on the earlier date between (A) the occurrence of a Liquidity Event and (B) October 31, 2023 (the "Payment Date").

- Subject to the terms of this Agreement, certain members of senior management will, in addition to the Key Employee Bonus, receive a bonus equivalent to the percentage set out in such Participant's signature page of the gross consideration received by the Company in connection with the closing of a Transaction, if any ("Transaction Bonus"). In the event that consideration for a Transaction includes deferred cash payments or stock or other non-cash consideration, the portion of the Transaction Bonus calculated in respect of such consideration shall not be payable unless and until such deferred cash payments are received or such non-cash consideration is converted to cash.

- "Liquidity Event" means (A) the closing of a Transaction, (B) the completion of the winding up of the Company's operations, including its ongoing clinical trials; (C) an assignment in bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") (D) the termination of the Participant's employment by the Canadian Employer or the US Employer, as applicable, without just cause and/or serious reason between the date of this Agreement and the Payment Date or (E) an order of the Court authorizing the payment of the Key Employee Bonus.

- "Transaction" means (A) the direct or indirect sale of all or a majority of the equity securities of the Company to a third party (an "Acquirer"), (B) the merger or combination of the Company or a member of the Company Group with an Acquirer or (C) an Acquirer's acquisition of all or a significant portion of the assets, properties or business of the Company and the other members of the Company Group. "Transaction" shall include any sale or disposition (regardless of form) of all or more than 2/3 of the equity securities, assets, properties or business of the Company Group, or any transaction involving the restructuring, reorganization (whether or not pursuant to the *Companies Creditors Arrangements Act* (Canada) (the "CCAA"), the BIA or any federal or provincial corporate laws in Canada, or compromise or arrangement of the Company Group's debt obligations. For greater certainty, a Transaction does not involve the acquisition of the Company's business by the Company's secured lender pursuant to a credit bid.

3. Conditions

- Subject to the terms of this Agreement, the Key Employee Bonus is not earned until paid. Further, in order to be eligible to receive the Key Employee Bonus a Participant must be "Actively Employed" by the Canadian Employer or the US Employer, as applicable, on the Payment Date. "Actively Employed" means, subject to subparagraph 2(b) and the minimum applicable requirements of any of applicable employment standards legislation, that the Participant has not resigned, given notice of resignation, been terminated, or been given notice of termination. In the event of termination of the Participant's employment by the Canadian Employer or the US Employer, as applicable, "Actively Employed" shall not subject only to the minimum requirements (if any) of applicable employment standards legislation, include any notice of termination period to which the Participant may be entitled under statute, contract, common law, or civil law.
- Notwithstanding the foregoing paragraph, in the event of termination of the Participant's employment by the Canadian Employer or the US Employer, as applicable, without just cause (or serious reason for Quebec employees) between

the date of this Agreement and the Payment Date, the Participant will be entitled to his/her full share of the Key Employee Bonus in accordance with Section 2.

- (c) However, if the Participant voluntarily resigns, provides notice of resignation, is given notice of termination for cause, or is terminated for just cause (or serious reason for Quebec employees) at any time between the date of this Agreement and the Payment Date, the Participant will not, subject only to the minimum requirements (if any) of applicable employment standards legislation, be entitled to receive his/her share of the Key Employee Bonus or any damages or payments in lieu of such Key Employee Bonus, including, without limitation, any damages for wrongful dismissal.
- (d) Further, the Participant's performance with the Company must be fully satisfactory between now and the Payment Date, as determined by the Company in its sole discretion.
- (e) Without limiting the generality of the foregoing, the Participant agrees to continue to fully perform his or her duties and responsibilities in an honest, diligent and efficient manner and in accordance with the terms of the Participant's employment agreement with the Canadian Employer or the US Employer, as applicable, and current employment practices (the "Employment Agreement") until the Payment Date.

4. Conditions For the Payment of the Transaction Bonus

- (a) Subject to the terms of this Agreement, the Transaction Bonus is not earned until consideration pursuant to any Transaction is paid and received by the Company. Further, in order to be eligible to receive the Transaction Bonus a Participant must be "Actively Employed" by the Canadian Employer or the US Employer, as applicable, on the closing of a Transaction. "Actively Employed" means, subject to subparagraph 4(b), that the Participant has not resigned, given notice of resignation, been terminated, or been given notice of termination. In the event of termination of the Participant's employment by the Canadian Employer or the US Employer, as applicable, "Actively Employed" shall not, subject only to the minimum requirements (if any) of applicable employment standards legislation, include any notice of termination period to which the Participant may be entitled under statute, contract, common law, or civil law.
- (b) Notwithstanding the foregoing paragraph, in the event of termination of the Participant's employment by the Canadian Employer or the US Employer, as applicable, without just cause (or serious reason for Quebec employees) between the date of this Agreement and the closing of a Transaction, the Participant will be entitled to his/her full share of the Transaction Bonus in accordance with Section 2.
- (c) Further, the Participant's performance with the Company must be fully satisfactory between now and the closing of the Transaction, as determined by the Company in its sole discretion.
- (d) Without limiting the generality of the foregoing, the Participant agrees to continue to fully perform his or her duties and responsibilities in an honest, diligent and

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- (e) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.
- (f) The provisions of this Agreement shall be binding on and enure to the benefit of the undersigned and their respective successors and permitted assigns.
- (g) This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

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efficient manner and in accordance with the terms of the Participant's Employment Agreement until the closing of a Transaction.

5. Deductions and Taxes

- (a) Any amount payable pursuant to the terms hereof shall be less all applicable withholdings and deductions required by law.
- (b) The Key Employee Bonus and the Transaction Bonus are not included as eligible income for the purpose of calculating any employer benefit or incentive programs, including but not limited to Group Insurance Benefits, Group RRSP, and Employee Share Purchase Plan.

6. Severance

- (a) The Participants acknowledge and agree that they shall have the right to file a claim for unpaid severance against the Company Group in the context of the claims process to be approved by the Nova Scotia Supreme Court pursuant to the CCAA, which claim shall be limited to the amount provided for in each Participant's signature page, if any, and shall be accepted as a provable claim for such amount.
- (b) The Participants further acknowledge and agree that this Agreement serves as an appropriate and sufficient written notice of termination of the Employment Agreement from the Canadian Employer or the US Employer, as applicable, between now and the Payment Date.

7. Other Provisions

- (a) As a Company employee, each Participant agrees to fully perform his or her duties and responsibilities in an honest, diligent and efficient manner and in accordance with the terms of the Participant's Employment Agreement.
- (b) This Agreement and all payments made thereunder constitute a full and final settlement and transaction of any and all claims or recourses related to, directly or indirectly, the Participants' employment and termination thereof. Subject to the terms of this Agreement, including for greater certainty section 6(a) hereof, the Participant irrevocably renounces to any and all claims, actions or recourses against the Company and the Acquirer, as the case may be, notably and without limitation, pursuant to the Labour Standards Code (Nova Scotia), the Human Rights Act (Nova Scotia), the Occupational Health and Safety Act (Nova Scotia), the Act respecting labour standards (Québec), the Civil Code of Quebec, the Charter of human rights and freedoms (Québec), the Act respecting industrial accidents and occupational diseases (Québec) and their respective regulations or any other similar laws applicable in the Participants' specific jurisdiction.
- (c) Other than with regard to any payment in connection with a Transaction, in the event of any conflict between the terms of this Agreement and the terms of the Employment Agreement, the terms of the Employment Agreement shall prevail.
- (d) No amendment or waiver of this Agreement shall be effective unless in writing signed by the Canadian Employer, the US Employer and the Participants.

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IN WITNESS WHEREOF, the IMV Inc., Canadian Employer, the US Employer and the Participants have executed this Agreement as of the date hereinabove mentioned.

IMV Inc.
 Per: _____
 Name: _____

Immunovaccine Technologies Inc.
 Per: _____
 Name: _____

IMV USA Inc.
 Per: _____
 Name: _____

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

Recitals

- A. On May 1st, 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. S23334 (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.

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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"):
- 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;
 - post a copy of the SISP Approval Order and the SISP Procedures on the Monitor's website;
 - determine the appropriate advertising to be directed at Prospective Bidders, which may include newspaper, trade publication, internet or other advertising;
 - 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 Bidders' 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

- (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 SISP 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

(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;

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

- (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

assumed in making its Sale Proposal; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guarantees 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;

- (f) 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;
- (g) 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 licenses 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;

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 guarantees 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"):

- (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.

- (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;

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(i) 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 deal with as such in accordance with the SISP Procedures.

11.9 The Monitor and IMV, in consultation 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 FTJ 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(i) 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 (j) 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 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

SCHEDULE A
DEFINED TERMS

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 Gauthelière Street West, MZ400
Montréal, Québec, H3B 0A2

Attention:
Alain N. Tardif atardif@mccarthy.ca
François Alexandre Toupin 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 1G6
Canada

Attention:
Jeffrey Rosenberg jeffrey.rosenberg@fticonsulting.com
Jodi Forepa jodi.forepa@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

- "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 6.3.
- "Qualified Portion Bid" has the meaning ascribed to it in paragraph 6.4.
- "Qualified Portion Bidder" has the meaning ascribed to it in paragraph 6.4.

- "Qualified Purchase Bid" has the meaning ascribed to it in paragraph 6.2.
- "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).

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
IMV Inc., et al.,
Debtors in a Foreign Proceeding.¹

Chapter 15
Case No. 23-____ ()
(Joint Administration Requested)

VERIFIED LIST PURSUANT TO RULE 1007(a)(4) OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE

IMV Inc., in its capacity as the authorized foreign representative ("IMV" or the "Foreign Representative") of the above-captioned debtors (collectively, the "Debtors"), subject to proceedings (the "Canadian Proceeding") currently pending before the Supreme Court of Nova Scotia (the "Canadian Court") and initiated pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended, respectfully submits the following, pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure:

I. All Persons or Bodies Authorized to Administer Foreign Proceedings of the Debtors

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

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

IMV has been appointed by the Canadian Court as the Foreign Representative of the Debtors in the Canadian Proceedings and FTI Canada Consulting Inc. has been appointed Monitor

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: IMV Inc. (6991); IMV USA Inc. (4184) ("IMV USA"); and Immunovaccine Technologies Inc. (6772) ("IVT"). The location of the Debtors' Headquarters and the Debtors' foreign representative is: 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3B 2C4.

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in the Canadian Proceedings. The Foreign Representative Believes that, other than the Canadian Proceeding, there are no foreign proceedings pending with respect to the Debtors.

II. All Parties to Litigation Pending in the United States in which a Debtor is a Party at the Time of Filing the Chapter 15 Petitions

Not applicable.

III. Entities Against Whom Provisional Relief is Sought Pursuant to 11 U.S.C. § 1519

See Schedule I attached hereto.

I declare under penalty of perjury under the laws of the United States of America that the information providing in the foregoing Verified List Pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure is true and correct.

Dated: May 8, 2023
Dartmouth, Nova Scotia


Andrew Hull
CEO of IMV Inc., Foreign Representative

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Schedule I

Entities Against Whom Provisional Relief is Sought Pursuant to 11 U.S.C. § 1519

Schedule I - Parties Against Whom Provisional Relief is Sought
AAT Biotech Inc.
Acoustek, Inc.
ACROBiosystems Inc.
Adaptive Biotechnologies
Affymetrix
Air Tite Products
Akoya Biosciences, Inc.
Alacritia Consulting Inc.
American Laboratory Trading, Inc.
American Medical Association
AMETEK BROOKFIELD
Analytical Biological Services Inc.
Aon Consulting, Inc.
ARL Bio Pharma Inc.
Artel, Inc.
Ashton Tweed
Atlantic Canada Opportunities Agency
Augusta University Research Institute, Inc.
Avanti Polar Lipids
Ayman Owicda
Azer Scientific Inc.
Bachem Americas, Inc.
Ballard Spahr
Bellco Glass, Inc.
BioCentury Publications Inc.
BioVT LLC
Biolegend, Inc.
Biologics Consulting Group, Inc.
Biomedical Research Alliance of NY LLC (BRANY)
BovSB Inc.
Biotechnology Innovation Organization
BioTck Instruments, Inc.
BioXcell
Booh Factory
Boston IT Inc.
BPrecision, Inc.
Brandymbol Inc.
Broadridge IT'S
Brooks Automation Inc.
Brooks Automation, Inc.
Bureau Veritas North America
Cancer Expect Now Inc.

12241321462

Cannon Instrument Company
Capintec, Inc.
Cell Signaling Technology Inc.
Cellu Health Bioconsulting Inc.
Cellular Technology Ltd
Cevidian HCM Inc.
Charles River Laboratories
Chemical Abstracts Service
Chondrex Inc.
Clariant Diagnostic Services Inc.
Clinigen Clinical Supplies Management Inc.
Comcast Business
Cooley LLP
Corporate Profile LLC
Corylus LLC
Covance Clinical Research Unit, Inc.
Covington & Burlington LLP
CPA GLOBAL IPAN LLC
Creative Biogene, Inc.
Creative Diagnostic
Credence MedSystems
Crown Bioscience Inc.
CTL-Analyzers LLC
CTS
Curia
Dana-Farber Cancer Institute c/o Dr. Ellis Reinherz
Daniel Laberu
DAVA Oncology, LP
Dawson James Securities Inc.
Depository Services, Inc.
Diagnostic Oncology CRD, LLC
Dickson
Diligent Corporation
Dirista Communications, Inc.
Discovery Life Sciences
DocuSign, Inc.
Dorsey & Whitney LLP
DSO Consulting LLC
Duke University
Duke University - DCI Office Oncology
Eagle Analytical Services Inc.
Eagle Biosciences, Inc.
EBioscience

Eghon, Ocas
EMD Millipore Corp.
Emergent BioSolutions dba Cagene bioPharma LLC
Equiofyse, Inc.
Equintec.com, Inc.
FACTI.org
FASB
FCGG Inc. dba Fairway Consulting Group
FedEx Custom Critical
FlowJo LLC
FormuMax Scientific Inc.
Fred Hutchinson Cancer Research Center
G&L Scientific Inc.
GE Healthcare Bio-Sciences Corp.
GenScript USA Inc.
GenTech Scientific Inc.
George Clinical, Inc.
Gigi Capital Inc.
Glenridge Partners
Global Data Publications Inc
Global Sensors
Goal Capital Inc.
Graft, Jeremy
GraphPad Software
H.C. Wainwright and Co. LLC
Hall, Andrew
Halloran Consulting Group, Inc.
Headwaters Biotech Advisors LLC
Health Science Communications
Heidrick & Struggles, Inc.
HiFiBio, Inc.
Hiiseh, Heather
Hodge, Kathleen
Horizon Credit B LLC
Horizon Funding LLC
Horizon Technology Finance
Horizon Technology Finance Corporation
Huascar Munoz
Hub International Insurance Services Inc
ICE Systems, Inc
IDDI
IFT Research Institute
Immunes USA

IMS Health Inc
Inabata America Corporation
Incyte Corporation
InDevR Inc
Informa Business Intelligence, Inc.
Innovative Marketing
InVivo LLC
InVivoGen Corp.
IQVIA Inc.
Ironclad, Inc.
J. Paul Doe
Jason Westin, MD
Jefferson Financial, Inc.
JM Science Inc.
Kalejo Brands, LLC
Kent Scientific Corporation
Kerry Rodabaugh, MD
Kilpatrick Townsend
Klein Hersh
Labcorp Drug Development Inc.
Landmark Angels Inc
Latham & Watkins LLP
Latham BioPharm Group, Inc
Life Science Resource Partners
Life Sciences Law
LifeSci Advisors, LLC
LifeSci Communications LLC
Lipoid LLC
Lynn Sign
Lyophilization Services of New England Inc.
Marshall BioPharm Associates, LLC
Mary Crowley Research Center
Mary F Johnson
Maryland Economic Development Corp
Matthew Matarar
Maxim Group
McCrone Associates, Inc.
MedDRA MSSO
Mediant Communications LLC
Melwater News US Inc.
Merit Medical
Merit Scale Discovery, Inc.
Microgenics Corporation

Midwest Pharmaceuticals Inc.
Millrock Technology Inc.
Miltenyi Biotec
Mody, Kabir
Mochis & Company, LLC
Morgan, Vicki
MSQ Ventures Inc.
MyBioSource Inc.
Najib Mastouh
Nano Imaging Services
Nanostring Technologies
Nanostring Technologies
Nature America Inc
Neal Lyons
Nelson Laboratories, LLC
NeoGenomics Laboratories Inc.
Nitto Avectra Pharma Services Inc.
Novavax, Inc.
Nouze, Inc.
NYU Grossman School of Medicine
NYU Winthrop Hospital
Ocean Global LLC
Oncotarget
Oratorium Group
Oregon Health & Science University
Origene Technologies Inc
OTC Markets
Pan American Center for Oncology Trials, LLC
PAW BioScience Products, Inc
Pygale, Inc.
PCAOB
Peloton Advantage, LLC
PeproTech Inc.
PerformYard inc.
Perkin Elmer LAS
Perkins Cole
Petric Gear Inc.
Petraonab Inc.
PharmAthene
Phosphomatrix Inc
Piper Jaffray & Co.
Piper Sandler & Co
Pipette.com (Acuteck)

Polypeptide Laboratories San Diego
Powerscourt Investments XXV Trust
Powerscourt Investments XXV, LP
Praxair Distribution Inc.
Precision Biospecimen Solutions, Inc.
Precision for Medicine and Oncology Canada, Inc.
PrecisionMed, Inc.
Proactive Capital Resources Group
ProImmune
ProMab Biotechnologies Inc
Protein Sciences Corporation
PROTEOGENEX, INC.
Providence Health & Services - Oregon dba Providence Portland Medical Center
Public Library of Science
Pughli & Associates
Q Squared Solutions Expression Analysis LLC
QBDWORKS LLC
Quick International Courier
Rapid Lab
RDW Quality Consulting, LLC
Reed & Scandino LLP
Regulatory Compass, LLC
Reinvent Business
Reputation Management Consultants
Research Centers of America LLC
Ring Central Inc.
River Court Condominium Trust
Rodman & Renshaw
Rose, Thomas
RStudio PBC
Rush University Medical Center
Rutgers, The State University of New Jersey
S&P Capital IQ
SateBridge Consultants, Inc
Sage, Intactx, Inc.
Sam Brown Inc.
Santa Cruz Biotechnology
Say Technologies LLC
Schmitke, Jennifer
Scienetek Software Inc.
SecureDocs, Inc.
Seppie
Sheridan Road Advisors, LLC

Shoreline Biotech Communications LLC
Silverjon Machines Inc.
Siu Kim Athle International LLC
SmartAnalyst
SP Scientific
Standard & Poor's Financial Services, LLC
Stanford University
Stanley R. Frankel, M.D.
State of New Jersey - CBT
State Workers' Insurance Fund
Stichtech Corporation
Stiern IR, Inc.
Stonegate Capital Partners
Stonegate Healthcare Partners, LLC
Streck
Streetwise Reports
Studio 1440
Synchrogenix - A Certara Company
Tanya Pejovic
Tanyi, Janos L.
TD Waterhouse Canada, Inc.
TetAgility Corp
Teuto, Inc.
Teti, Jennifer
The Conafay Group
The Coulter Partnership Inc
The Feinstein Institute for Medical Research
The Jackson Laboratory
The Lincoln National Life Insurance Company
The Nasdaq Stock Market LLC
The United States Pharmacopoeial Convention, Inc
The Wistar Institute of Anatomy and Biology
The Wyatt Simboli Group Inc.
The Zlotz Co., LLC
Third Rock Ventures
Thomast Scientific
Thomson Reuters
TNC 120-140 Eileen Stubbs Ltd
Toppan Vintage
Tounley Research, Inc.
Trilink Biotechnologies LLC
Trinity Partners, LLC
United Health Care Services Inc.

United States Treasury
University of Pennsylvania
University of Rochester
University of Virginia
US Biomax Inc
USC Cancer Center
Veeva Systems Inc
Veritai LLC
Verity Software House
Verizon
Vida Communication Inc.
Viedoc Inc
Villella, Jeanine
Vladimir Evdelevitch
Wall Street Wonders
WCG IRB, Inc.
Weir, Genevieve
West Pharmaceutical Services
Western Institutional Review Board Inc.
Westin New York Grand Central
Weatwicks Partners
WEX Health, Inc.
Whitehouse Analytical Laboratories LLC
Windshirc Group, LLC
Winthrop Hospital IRB
World Wide Medical Products
Zachs Investment Research
Zoom Video Communications Inc.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:
IMV Inc., et al.,
Debtors in a Foreign Proceeding¹

Chapter 15
Case No. 23-____ ()
(Joint Administration Requested)

CORPORATE OWNERSHIP STATEMENT

IMV Inc., in its capacity as the authorized foreign representative ("IMV") of the above-captioned debtors, subject to proceedings currently pending before the Supreme Court of Nova Scotia and initiated pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended, respectfully submits the following, pursuant to Rules 1007(a)(4) and 7007.1(a) of the Federal Rules of Bankruptcy Procedure:

- I. **IMV Inc.**
IMV has no parent company. IMV is a publicly traded company whose shares are listed on the Toronto Stock Exchange ("TSX") and the Nasdaq Stock Market ("NASDAQ"). Further to discussions with the TSX and NASDAQ, trading of IMV's shares did not open on May 1, 2023 and has been halted since that time. The TSX and the NASDAQ are currently evaluating IMV's suitability for continued listing on these exchanges and it is expected that IMV will be de-listed. No publicly traded company owns 10% or more of IMV's stock.
- II. **Immunovaccine Technologies Inc.**
IMV, a publicly traded company, is IVT's parent company and owns 100% of its stock.

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers, are: IMV Inc. (4992); IMV USA Inc. (4184); IMV USA (); and Immunovaccine Technologies Inc. (6722) ("IVT"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3H 2C4.

III. IMV USA Inc.

IMV, a publicly traded company, is IMV USA's parent company and owns 100% of its stock.

I declare under penalty of perjury under the laws of the United States of America that the information provided in the foregoing Corporate Ownership Statement is true and correct.

Dated: May 8, 2023
Dartmouth, Nova Scotia


Andrew Hall
CEO of IMV Inc., Foreign Representative

Fill in this information to identify the case and this filing:

Debtor Name: IMV Inc.
United States Bankruptcy Court for the _____ District of Delaware
Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the statement, and any amendments to those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1006 and 9011.

WARNING - Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I, the petitioner, creditor, officer, or an authorized agent of the corporation, trustee or an authorized agent of the partnership, or another individual serving as a representative of the debtor in this case:

1. have searched the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule C: Creditors Who Have Claims Secured by Property (Official Form 206C)
- Schedule D/F: Creditors Who Have Unsecured Claims (Official Form 206D/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Contingent Claims (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206SUM)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Case: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration. Verify (on Purpose) to state: Rule 1007(a)(1) and Bank. Rule 7002.1 (Corporate Ownership Statement)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/08/2023
MM/DD/YYYY


Signature of individual signing in behalf of debtor

Andrew Hall
Printed name
CEO of IMV Inc., Foreign Representative
Position or relationship to debtor

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

-2-

12/15/15

Fill in this information to identify the case:

United States Bankruptcy Court for the _____
District of Delaware
Case number (if known): _____ Chapter 15

Check if this is an amended filing

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding 12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write debtor's name and case number (if known).

1. Debtor's name: Immunovaccine Technologies Inc.

2. Debtor's unique identifier: For non-individual debtors:
 Federal Employer Identification Number (EIN) _____
 Other: 00473 6772 Describe identifier: Business Number

For individual debtors:
 Social Security number: xx - xx - _____
 Individual Taxpayer Identification number (ITIN) 9 xx - xx - _____
 Other: _____ Describe identifier: _____

3. Name of foreign representative(s): IMV Inc.

4. Foreign proceeding in which appointment of the foreign representative(s) occurred: Proceeding under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended) before the Supreme Court of Nova Scotia, Hix No. 523334

5. Nature of the foreign proceeding: Check one:
 Foreign main proceeding
 Foreign nonmain proceeding
 Foreign main proceeding, or in the alternative foreign nonmain proceeding

6. Evidence of the foreign proceeding: A certified copy, translated into English, of the decision commencing the foreign proceeding and appointing the foreign representative is attached.
 A certificate, translated into English, from the foreign court, affirming the existence of the foreign proceeding and of the appointment of the foreign representative is attached.
 Other evidence of the existence of the foreign proceeding and of the appointment of the foreign representative is described below, and relevant documentation translated into English is attached.

7. Is this the only foreign proceeding with respect to the debtor known to the foreign representative(s)?
 No. (Attach a statement identifying each country in which a foreign proceeding is, regarding, or against the debtor is pending.)
 Yes.

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding

Page 1

Debtor: Immunovaccine Technologies Inc. Case number (if known): _____

8. Others entitled to notice: Attach a list containing the names and addresses of:
(i) all persons or bodies authorized to administer foreign proceedings of the debtor,
(ii) all parties to litigation pending in the United States in which the debtor is a party at the time of filing of this petition, and
(iii) all entities against whom provisional relief is being sought under § 1519 of the Bankruptcy Code.

9. Addresses: Country where the debtor has the center of its main interests: Canada Debtor's registered office:
130 Eileen Stubbs Avenue, Suite 19
Number Street
P.O. Box
Dartmouth, Nova Scotia B3B 2C4
City State/Province/Region ZIP/Postal Code
Country: Canada

Individual debtor's habitual residence: Address of foreign representative(s):
Number Street: 130 Eileen Stubbs Avenue, Suite 19
Number Street
P.O. Box: _____
P.O. Box: _____
City State/Province/Region ZIP/Postal Code: Dartmouth, Nova Scotia B3B 2C4
City State/Province/Region ZIP/Postal Code
Country: Canada
Country: _____

10. Debtor's website (URL): www.imv-inc.com

11. Type of debtor: Check one:
 Non-individual (check one):
 Corporation. Attach a corporate ownership statement containing the information described in Fed. R. Bankr. P. 7007-1.
 Partnership
 Other Society: _____
 Individual

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding

Page 2

CERTIFIED COPY OF INITIAL ORDER IN CANADIAN PROCEEDING

[This document is attached to the Chapter 15 Petition of IMV Inc.]

Debitors: ImmunoVaccines Technology Inc. Case number: _____

11. Why is venue proper in this district?

Check one:

Debtor's principal place of business or principal assets in this United States are in this district.

Debtor does not have a place of business or assets in the United States, but the following factors, in proceeding, are a subject or shall soon be a subject of the matter in this court:

If neither fact is checked, venue is determined with the U.S. District Court for the district of the parties, having regard to the relief sought by the foreign representative, located at:

12. Signature of foreign representative(s)

I request relief in accordance with chapter 15 of title 11, United States Code.

I am the foreign representative of a debtor in a foreign proceeding, the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Andrew Hall, CEO of IMV Inc. Signature of foreign representative Printed name

Executed on: 05/08/2013 Date MM / DD / YYYY

_____ Signature of foreign representative Printed name

Executed on: _____ Date MM / DD / YYYY

14. Signature of attorney

David M. Searns Signature of Attorney for foreign representative Date 5/7/13 MM / DD / YYYY

David M. Searns
Printed name
Trotman Pepper Hamilton Sanders LLP
Firm name
1210 N. Market Street, Suite 5100
Address - Street
Wilmington, DE 19801
City, State, ZIP Code
(302) 777-6566
Contact phone david.searns@trotman.com
E-mail address

2012
Year of Birth

DE
State

Official Form 451 Chapter 15 Petition for Recognition of a Foreign Proceeding page 3

CERTIFIED COPY OF AMENDED AND RESTATED INITIAL ORDER IN CANADIAN PROCEEDING

[This document is attached to the Chapter 15 Petition of IMV Inc.]

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

IMV Inc., et al.,

Debtors in a Foreign Proceeding.¹

Chapter 15

Case No. 23-____ ()

(Joint Administration Requested)

VERIFIED LIST PURSUANT TO RULE 1007(a)(4) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE

IMV Inc., in its capacity as the authorized foreign representative ("IMV" or the "Foreign Representative") of the above-captioned debtors (collectively, the "Debtors"), subject to proceedings (the "Canadian Proceeding") currently pending before the Supreme Court of Nova Scotia (the "Canadian Court") and initiated pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended, respectfully submits the following, pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure:

- All Persons or Bodies Authorized to Administer Foreign Proceedings of the Debtors
 - IMV Inc.
130 Eileen Stubbs Avenue, Suite 19
Dartmouth, Nova Scotia B3B 2C4
 - FTI Canada Consulting Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8

IMV has been appointed by the Canadian Court as the Foreign Representative of the Debtors in the Canadian Proceedings and FTI Canada Consulting Inc. has been appointed Monitor

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: IMV Inc. (6991); IMV USA Inc. (4184) ("IMV USA"); and ImmunoVaccines Technologies Inc. (6772) ("IMV"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3B 2C4.

Schedule I

Entities Against Whom Provision Relief is Sought Pursuant to 11 U.S.C. § 1519

in the Canadian Proceedings. The Foreign Representative Believes that, other than the Canadian Proceeding, there are no foreign proceedings pending with respect to the Debtors.

11. All Parties to Litigation Pending in the United States in which a Debtor is a Party at the Time of Filing the Chapter 15 Petitions

No: applicable.

111. Entities Against Whom Provision Relief is Sought Pursuant to 11 U.S.C. § 1519

See Schedule I attached hereto.

I declare under penalty of perjury under the laws of the United States of America that the information providing in the foregoing *Verified List Pursuant to Rule 1007(a)(4) of the Federal*

Rules of Bankruptcy Procedure is true and correct.

Dated: May 8, 2023
Dartmouth, Nova Scotia


Andrew Hall
CEO of IMV Inc., Foreign Representative

Schedule I - Parties Against Whom Provisional Relief is Sought
AAT Bioquest Inc.
Acozatek, Inc.
ACROBiosystems Inc.
Adaptive Biotechnologies
ADynatrix
Air Tite Products
Akoya Biosciences, Inc.
Alexita Consulting Inc.
American Laboratory Trading, Inc.
American Medical Association
AMETEK BROOKFIELD
Analytical Biological Services Inc.
Aon Consulting, Inc.
ARL Bio Pharma Inc.
Artel, Inc.
Ashion Tweed
Atlantic Canada Opportunities Agency
Augusta University Research Institute, Inc.
Avanti Polar Lipids
Ayman Oncida
Azer Scientific Inc.
Bachem Americas, Inc.
Ballard Spahr
Bellco Glass, Inc.
BioCentury Publications Inc.
BioVT LLC
Biogen, Inc.
Biologics Consulting Group, Inc.
Biomedical Research Alliance of NY LLC (BRANY)
BioSB Inc.
Biotechnology Innovation Organization
Bio-Tek Instruments, Inc.
BioXcell
Book Factory
Boston IT Inc.
BPrecision, Inc.
BrandSymbol Inc.
Broadbridge ICS
Brooks Automation Inc.
Brooks Automation, Inc.
Bureau Veritas North America
Cancer ExpertNow Inc.

Cannon Instrument Company
Capintec, Inc.
Cell Signaling Technology Inc.
Cello Health Bioconsulting Inc.
Cellular Technology Ltd
Ceridian HCM Inc.
Charles River Laboratories
Chemical Abstracts Service
Chendrex Inc.
Clarent Diagnostic Services Inc.
Citigen Clinical Supplies Management Inc.
Comcast Business
Cooley LLP
Corporate Profile LLC
Corvus LLC
Covance Clinical Research Unit, Inc.
Covington & Burlington LLP
CPA GLOBAL IPAN LLC
Creative Biogene, Inc.
Creative Diagnostic
Credeance MedSystems
Crown Bioscience Inc.
CTL Analyzers LLC
CTS
Curia
Dana-Farber Cancer Institute c/o Dr. Ellis Reinherz
Daniel Laheri
DAVA Oncology, LP
Dawson James Securities Inc.
Depository Services, Inc.
Diagnostic Oncology CRO, LLC
Dickson
Diligent Corporation
Dirستا Communications, Inc.
Discovery Life Sciences
DnaeSign, Inc.
Dorsey & Whitney LLP
DSO Consulting LLC
Duke University
Duke University - DCT Office Oncology
Eagle Analytical Services Inc.
Eagle Biosciences, Inc.
EBioscience

Egbon, Onas
EMD Millipore Corp
Emergent BioSolutions dba Cargene bioPharma LLC
Equisolve, Inc.
Equities.com, Inc.
FACTIT.org
FASB
FCGG Inc. dba Fairway Consulting Group
FedEx Custom Critical
FlowJo LLC
FormuMax Scientific Inc.
Fred Hutchinson Cancer Research Center
G&L Scientific Inc.
GE Healthcare Bio-Sciences Corp.
GenScript USA Inc.
GenTech Scientific Inc.
George Clinical, Inc.
Gigi Capital Inc.
Glenridge Partners
Global Data Publications Inc
Global Sensors
Grnd Capital Inc.
Graff, Jerciny
GraphPad Software
H.C. Wainwright and Co. LLC
Hall, Andrew
Halloran Consulting Group, Inc.
Headwaters Biotech Advisors LLC
Health Science Communications
Heidrick & Struggles, Inc
HIFI BIO, Inc.
Hirsch, Heather
Hodge, Kathleen
Horizon Credit II LLC
Horizon Funding I LLC
Horizon Technology Finance
Horizon Technology Finance Corporation
Huascar Munoz
Hub International Insurance Services Inc
ICE Systems, Inc.
IDDI
IFF Research Institute
Immudex USA

IMS Health Inc
Inabata America Corporation
Incyte Corporation
IndevR Inc
Informa Business Intelligence, Inc
Innovative Marketing
Invivo LLC
InvivoGen Corp.
IQVIA Inc.
Ironclad, Inc
J. Paul Dale
Jason Westin, MD
Jefferson Financial, Inc.
JM Science Inc.
Kaleo Brands, LLC
Kent Scientific Corporation
Kerry Rodabaugh, MD
Kilpatrick Townsend
Klein Herzh
Labcorp Drug Development Inc.
Landmark Angela Inc
Latham & Watkins LLP
Latham BioPharm Group, Inc
Life Science Resource Partners
Life Sciences Law
LifeSei Advisors, LLC
LifeSei Communications LLC
Lipoid LLC
Lynn Sign
Lyophilization Services of New England Inc.
Marshall Biopharm Associates, LLC
Mary Crowley Research Center
Mary F Johnson
Maryland Economic Development Corp
Matthew Manasar
Maxim Group
McCrone Associates, Inc
MedDRA MSSO
Mediant Communications LLC
Melwater News US Inc.
Merit Medical
Meso Scale Discovery, Inc
Microgenes Corporation

Midwest Pharmaceuticals Inc.
Millrock Technology Inc.
Miltenyi Biotec
Mody, Kabir
Moelis & Company, LLC
Morgan, Vicki
MSQ Ventures Inc.
MyBioSource Inc.
Najib Masloub
Nano Imaging Services
Nanostring Technologies
Nanostring Technologies
Nature America Inc
Neil Lyons
Nelson Laboratories, LLC
NepGenomica Laboratories Inc.
Nitto Avicca Pharma Services Inc.
Novavax, Inc.
Nuanc, Inc.
NYU Grossman School of Medicine
NYU Winthrop Hospital
Ocean Global LLC
Oncotarget
Oratorium Group
Oregon Health & Science University
Origene Technologies Inc
OTC Markets
Pan American Center for Oncology Trials, LLC
PAW BioScience Products, Inc
Payscale, Inc.
PCAOB
Peloton Advantage, LLC
PepruTech Inc.
PerformYard inc.
Perkin Elmer LAS
Peckins Cole
Perme Gear Inc
Personalis Inc.
PharmAthene
Phocomech Inc
Piper Jaffray & Co
Piper Sandler & Co
Papclic.com (Accutec)

Polypeptide Laboratories San Diego
Powerscourt Investments XXV Trust
Powerscourt Investments XXV, LP
Praxair Distribution Inc.
Precision Biospectrum Solutions, Inc.
Precision for Medicine and Oncology Canada, Inc.
PrecisionMed, Inc.
Proactive Capital Resources Group
ProInature
ProMab Biotechnologies Inc
Protein Sciences Corporation
PROTEOGENEX, INC.
Providence Health & Services - Oregon dba Providence Portland Medical Center
Public Library of Science
Paulin & Associates
Q Squared Solutions Expression Analysis LLC
QBDWORKS LLC
Quick International Courier
RapID Lab
RDW Quality Consulting, LLC
Reed & Scardino LLP
Regulatory Compass, LLC
Reidvent Business
Reputation Management Consultants
Research Centers of America LLC
Ring Central Inc
River Court Condominium Trust
Rodman & Renshaw
Rosse, Thomas
RSudio PBC
Rush University Medical Center
Rutgers, The State University of New Jersey
S&P Capital IQ
SafeBridge Consultants, Inc
Sage, Intactec, Inc.
Sam Brown Inc.
Santa Cruz Biotechnology
Say Technologies LLC
Schmitke, Jennifer
Sciencetech Software Inc.
SecureDox, Inc.
Septide
Sheridan Road Advisors, LLC

Shoreline Biotech Communications LLC
Silverson Machines Inc.
Sin Kim Athle International LLC
SmartAnalyst
SP Scientific
Standard & Poor's Financial Services, LLC
Stanford University
Stanley P. Frankel, M.D.
State of New Jersey - CBT
State Workers' Insurance Fund
Steritech Corporation
Stern IR, Inc.
Stonegate Capital Partners
Stonegate Healthcare Partners, LLC
Sneek
Sirectwise Reports
Studio 1440
Synchronix - A Certara Company
Tanya Pejovic
Timyi, Janos L.
TJ Waterhouse Canada, Inc
TelAbility Corp
Testo, Inc.
Teti, Jennifer
The Conafay Group
The Coolitz Partnership Inc
The Feinstein Institute for Medical Research
The Jackson Laboratory
The Lincoln National Life Insurance Company
The Nasdaq Stock Market LLC
The United States Pharmacopoeial Convention, Inc
The Wistar Institute of Anatomy and Biology
The Wyatt Simboli Group Inc.
The Zlotz Co., LLC
Third Rock Ventures
Thomas Scientific
Thomson Reuters
TNC 120-140 Eileen Stubbs Ltd
Toppan Vintage
Toujancy Research, Inc.
TriLink Biotechnologies LLC
Trinity Partners, LLC
United Health Care Services Inc.

Page 7 of 8

United States Treasury
University of Pennsylvania
University of Rochester
University of Virginia
US Biomax Inc
USC Cancer Center
Veeva Systems Inc
Veristat LLC
Verity Software House
Verizon
Vida Communication Inc.
Viedoe Inc
Vilella, Jeannine
Vladimir Evilevitch
Wall Street Wonders
WCG IRB, Inc.
Weir, Genevieve
West Pharmaceutical Services
Western Institutional Review Board Inc.
Weston New York Grand Central
Westwicke Partners
WEX Health, Inc.
Whitehouse Analytical Laboratories LLC
Windshire Group, LLC
Winthrop Hospital IRB
World Wide Medical Products
Zacha Investment Research
Zoom Video Communications Inc.

Page 8 of 8

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
IMV Inc., et al.
Debtors in a Foreign Proceeding¹

Chapter 15
Case No. 23-____ (____)
(Joint Administration Requested)

CORPORATE OWNERSHIP STATEMENT

IMV Inc., in its capacity as the authorized foreign representative ("IMV") of the above-captioned debtors, subject to proceedings currently pending before the Supreme Court of Nova Scotia and initiated pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended, respectfully submits the following, pursuant to Rules 1007(a)(4) and 7007.1(a) of the Federal Rules of Bankruptcy Procedure:

I. IMV Inc.

IMV has no parent company. IMV is a publicly traded company whose shares are listed on the Toronto Stock Exchange ("TSX") and the Nasdaq Stock Market ("NASDAQ"). Further to discussions with the TSX and NASDAQ, trading of IMV's shares did not open on May 1, 2023 and has been halted since that time. The TSX and the NASDAQ are currently evaluating IMV's suitability for continued listing on these exchanges and it is expected that IMV will be de-listed. No publicly traded company owns 10% or more of IMV's stock.

II. Immunovaccine Technologies Inc.

IMV, a publicly traded company, is IVT's parent company and owns 100% of its stock.

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: IMV Inc. (6991); IMV USA Inc. (4184) (IMV, USA); and Immunovaccine Technologies Inc. (6772) ("IVT"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3J 2C4.

III. IMV USA Inc.

IMV, a publicly traded company, is IMV USA's parent company and owns 100% of its stock.

I declare under penalty of perjury under the laws of the United States of America that the information provided in the foregoing Corporate Ownership Statement is true and correct.

Dated: May 8, 2023
Dartmouth, Nova Scotia


Andrew Hall
CEO of IMV Inc., Foreign Representative

Fill in this information to identify the case and this filing

Debtor Name: IMV USA Inc.
 United States Bankruptcy Court for the District of Delaware
 Case Number (if known): _____ Chapter 15

Fill in this information to identify the case:

United States Bankruptcy Court for the District of Delaware
 Case number (if known) _____ Chapter 15

Check if this is an amended filing

**Official Form 202
 Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of these documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1009 and 5011.

WARNING - Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation, a member or an authorized agent of the partnership, or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I know a reasonable belief that the information is true and correct:

- Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Contingent Claims (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206SUM)
- Amended Schedule _____
- Chapter 11 or Chapter 7 Creditors List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration, including but not limited to Bank Rule 1007(a)(4) and Bank Rule 7007.1 Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/07/2013 at _____
 Signature of individual signing on behalf of debtor

Andrew Hill
 Printed name
 CEO of IMV Inc., Foreign Representative
 Position or relationship to debtor

**Official Form 401
 Chapter 15 Petition for Recognition of a Foreign Proceeding** 12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write debtor's name and case number (if known).

1. Debtor's name: IMV USA Inc.

2. Debtor's unique identifier:
 For non-individual debtors:
 Federal Employer Identification Number (EIN) 3 5 0 - 2 7 2 - 4 1 8 4
 Other _____ Describe identifier _____
 For individual debtors:
 Social Security number: xxx - xx - _____
 Individual Taxpayer Identification number (ITIN) 9 xx - xx - _____
 Other _____ Describe identifier _____

3. Name of foreign representative(s): IMV Inc.

4. Foreign proceeding in which appointment of the foreign representative(s) occurred: Proceeding under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended) before the Supreme Court of Nova Scotia, III No. 523334

5. Nature of the foreign proceeding:
 Check one:
 Foreign main proceeding
 Foreign nonmain proceeding
 Foreign main proceeding, or in the alternative foreign nonmain proceeding

6. Evidence of the foreign proceeding:
 A certified copy, translated into English, of the decision commencing the foreign proceeding and appointing the foreign representative is attached.
 A certificate, translated into English, from the foreign court, affirming the existence of the foreign proceeding and of the appointment of the foreign representative, is attached.
 Other evidence of the foreign proceeding and of the appointment of the foreign representative is described below, and relevant documentation, translated into English, is attached _____

7. Is this the only foreign proceeding with respect to the debtor known to the foreign representative(s)?
 No. (Attach a statement identifying each country in which a foreign proceeding by, regarding, or against the debtor is pending.)
 Yes

Debtor: IMV USA Inc. Case number (if known): _____

8. Others entitled to notice: Attach a list containing the names and addresses of:
 (i) all persons or bodies authorized to administer foreign proceedings of the debtor,
 (ii) all parties in litigation pending in the United States in which the debtor is a party at the time of filing of this petition, and
 (iii) all entities against whom provisional relief is being sought under § 1518 of the Bankruptcy Code

9. Addresses:
 Country where the debtor has the center of its main interests: Canada
 Debtor's registered office:
130 Eileen Stubbs Avenue, Suite 19
 Number Street
 P.O. Box _____
Dartmouth, Nova Scotia B3B 2C4
 City State/Province/Region ZIP/Postal Code
Canada
 Country
 Individual debtor's habitual residence:
 Address of foreign representative(s):
130 Eileen Stubbs Avenue, Suite 19
 Number Street
 P.O. Box _____
Dartmouth, Nova Scotia B3B 2C4
 City State/Province/Region ZIP/Postal Code
Canada
 Country

10. Debtor's website (URL): www.imv-inc.com

11. Type of debtor:
 Check one:
 Non-Corporate (15024-010)
 Corporation. Attach a corporate ownership statement containing the information discussed in Fed. R. Bank. P. 7007.1
 Partnership
 Other: Society _____
 Partnership _____

Debtor: IMV USA Inc. Case number (if known): _____

12. Why is venue proper in this district?
 Check one:
 Debtor's principal place of business or principal assets in the United States are in this district.
 Debtor does not have a place of business or assets in the United States, but the following action is pending in a federal or state court in this district:
 If neither box is checked, venue is inconsistent with the provisions of law and the interests of the parties, leading to dismissal of the petition by the foreign representative, if available.

13. Signature of foreign representative(s):
 I request relief in accordance with chapter 15 of title 11, United States Code.
 I am the foreign representative of a debtor in a foreign proceeding; the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.
 I have examined the information in this petition and have a reasonable belief that the information is true and correct.
 I declare under penalty of perjury that the foregoing is true and correct.
 Andrew Hill
 Signature of foreign representative Printed name
 Executed on 05/07/2013
 MW / DD / YYYY

Signature of foreign representative Printed name
 Executed on 05/07/2013
 MW / DD / YYYY

14. Signature of attorney:
 David M. Fournier
 Signature of Attorney at Law Printed name
 David M. Fournier
 Print name
Truman Pejar, Hamilton Sanders LLP
 Firm name
133 N. Market Street, Suite 1100
 Number Street
Washington DE 19101
 City State ZIP
(302) 777-0565
 Court phone
dfournier@truman.com
 E-mail address
 2912
 Local phone

[This document is attached to the Chapter 15 Petition of IMV Inc.]

[This document is attached to the Chapter 15 Petition of IMV Inc.]

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:
IMV Inc., et al.,
Debtors in a Foreign Proceeding.¹

Chapter 15
Case No. 23-____ (___)
(Joint Administration Requested)

**VERIFIED LIST PURSUANT TO RULE 1007(a)(4) OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE**

IMV Inc., in its capacity as the authorized foreign representative ("IMV" or the "Foreign Representative") of the above-captioned debtors (collectively, the "Debtors"), subject to proceedings (the "Canadian Proceedings") currently pending before the Supreme Court of Nova Scotia (the "Canadian Court") and initiated pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended, respectfully submits the following, pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure:

I. All Persons or Bodies Authorized to Administer Foreign Proceedings of the Debtors

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

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

IMV has been appointed by the Canadian Court as the Foreign Representative of the Debtors in the Canadian Proceedings and FTI Canada Consulting Inc. has been appointed Monitor

¹ The Debtors in these Chapter 15 proceedings, together with the last four digits of their business identification numbers are: IMV Inc. (6091); IMV USA Inc. (4184) ("IMV USA"); and Immunovaccine Technologies Inc. (6772) ("IVI"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3B 2C4.

in the Canadian Proceedings. The Foreign Representative Believes that, other than the Canadian Proceeding, there are no foreign proceedings pending with respect to the Debtors.

II. All Parties to Litigation Pending in the United States in which a Debtor is a Party at the Time of Filing the Chapter 15 Petition

No: applicable.

III. Entities Against Whom Provision Relief is Sought Pursuant to 11 U.S.C. § 1519

See Schedule I attached hereto.

I declare under penalty of perjury under the laws of the United States of America that the information providing in the foregoing Verified List Pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure is true and correct.

Dated: May 8, 2023
Dartmouth, Nova Scotia


Andrew Hall
CEO of IMV Inc., Foreign Representative

Schedule I

Entities Against Whom Provisional Relief Is Sought Pursuant to 11 U.S.C. § 1519

Schedule I - Parties Against Whom Provisional Relief Is Sought
AAT Bioquest Inc.
Acoustek, Inc.
ACROBiosystems Inc.
Adaptive Biotechnologies
Affymetrix
Air Tite Products
Akoya Biosciences, Inc.
Alacrita Consulting Inc.
American Laboratory Trading, Inc.
American Medical Association
AMETEK BROOKFIELD
Analytical Biological Services Inc.
Aon Consulting, Inc.
ARL Bio Pharma Inc.
Artel, Inc.
Ashton Tweed
Atlantic Canada Opportunities Agency
Augusta University Research Institute, Inc.
Avanti Polar Lipids
Ayman Oweida
Azer Scientific Inc.
Bachem Americas, Inc.
Ballard Spahr
Bellco Glass, Inc.
BioCentury Publications Inc.
BiolVT LLC
Biolegend, Inc.
Biologica Consulting Group, Inc.
Biomedical Research Alliance of NY LLC (BRANY)
BioSB Inc.
Biotechnology Innovation Organization
BioTek Instruments, Inc.
BioXcell
Book Factory
Boston IT Inc.
BPrescient, Inc.
BrandSymbol Inc.
Broadridge KS
Brooks Automation, Inc.
Brooks Automation, Inc.
Bureau Veritas North America
Cancer Expert Now Inc.

03/03/2022

Cannon Instrument Company
Capintec, Inc.
Cell Signaling Technology Inc.
Cello Health Bioconsulting Inc.
Cellular Technology Ltd
Ceridian HCM Inc.
Charles River Laboratories
Chemical Abstracts Service
Chondrex Inc.
Clariant Diagnostic Services Inc.
Clintgen Clinical Supplies Management Inc.
Comcast Business
Coolool LLP
Corporate Profile LLC
Corylia LLC
Covance Clinical Research Unit, Inc.
Covington & Burlington LLP
CPA GLOBAL IPAN LLC
Creative Biogene, Inc.
Creative Diagnostic
Credence MedSystems
Crown Bioscience Inc.
CTL Analyzers LLC
CTS
Curia
Dana-Farber Cancer Institute c/o Dr. Ellis Reinherz
Daniel Lahera
DAVA Oncology, LP
Dawson James Securities Inc.
Depositionary Services, Inc.
Diagnostic Oncology CRO, LLC
Dickson
Diligent Corporation
Directa Communications, Inc.
Discovery Life Sciences
DocuSign, Inc.
Dorsey & Whitney LLP
DSO Consulting LLC
Duke University
Duke University - DCI Office Oncology
Eagle Analytical Services Inc.
Eagle Biosciences, Inc.
E-Bioscience

Egbon, Oluas
EMD Millipore Corp.
Emergent BioSolutions dba Cytene bioPharma LLC
EquiSolve, Inc.
Equifax.com, Inc.
FACTI.org
FASB
FCGG Inc. dba Fairway Consulting Group
FedEx Custom Critical
FlowJo LLC
FormuMax Scientific Inc.
Fred Hutchinson Cancer Research Center
G&L Scientific Inc.
GE Healthcare Bio-Sciences Corp.
GenScript USA Inc.
GenTech Scientific Inc.
George Clinical, Inc.
Gigi Capital Inc.
Glenridge Partners
Global Data Publications Inc.
Global Sensors
Goal Capital Inc.
Grati, Jeremy
GraphPad Software
H.C. Wainwright and Co. LLC
Hall, Andrew
Halloran Consulting Group, Inc.
Headwaters Biotech Advisors LLC
Health Science Communications
Hedrick & Struggles, Inc.
HiBio, Inc.
Hirsch, Heather
Hodge, Kathleen
Horizon Credit B LLC
Horizon Funding LLC
Horizon Technology Finance
Horizon Technology Finance Corporation
Huascar Munoz
Hub International Insurance Services Inc.
ICE Systems, Inc.
IDD
II Research Institute
Immudex USA

IMS Health Inc
Inabata America Corporation
Incyte Corporation
InDevR Inc
Informa Business Intelligence, Inc
Innovative Marketing
Invero LLC
InvisoGen Corp.
IQVIA Inc.
Ironclad, Inc
J. Paul Duce
Jason Westin, MD
Jefferson Financial, Inc.
JM Science Inc.
Kalein Brands, LLC
Kent Scientific Corporation
Kerry Rodabough, MD
Kilpatrick Townsend
Klein Herch
Labcorp Drug Development Inc.
Landmark Angels Inc.
Latham & Watkins LLP
Latham BioPharm Group, Inc
Life Science Resource Partners
Life Sciences Law
LifeSci Advisors, LLC
LifeSci Communications LLC
Lipidil LLC
Lynn Sign
Lyophilization Services of New England Inc.
Marshall Biopharm Associates, LLC
Mary Crowley Research Center
Mary F. Johnson
Maryland Economic Development Corp.
Matthew Matusar
Maxim Group
McCrone Associates, Inc.
MedDRA MISSO
Mediant Communications LLC
Melwater News US Inc.
Merit Medical
Mesa Scale Discovery, Inc.
Microgenics Corporation

Midwest Pharmaceuticals Inc.
Millrock Technology Inc.
Miltenyi Biotec
Mody, Kabir
Mochs & Company, LLC
Morgan, Vicki
MSQ Ventures Inc.
MyBioSource Inc.
Najib Masloub
Nano Imaging Services
Nanostring Technologies
Nanostring Technologies
Nature America Inc.
Neil Lyons
Nelson Laboratories, LLC
NeoGenomica Laboratories Inc.
Nitto Avccia Pharma Services Inc.
Novavax, Inc.
Nuare, Inc.
NYU Grossman School of Medicine
NYU Winthrop Hospital
Ocean Global LLC
Oncotarget
Oratorium Group
Oregon Health & Science University
Origene Technologies Inc
OTC Markets
Pan American Center for Oncology Trials, LLC
PAW BioScience Products, Inc
Paycale, Inc.
PCAOB
Peloton Advantage, LLC
PepruTech Inc.
PerfomYard inc.
Perkin Elmer LAS
Perkins Cole
Perme Gear Inc.
Personalis Inc.
PharmAthene
Phenomenex Inc
Piper Jaffray & Co.
Piper Sandler & Co
Pipette.com (Acuteck)

Polypeptide Laboratories San Diego
Powerscourt Investments XXV Trust
Powerscourt Investments XXV, LP
Praxair Distribution Inc.
Precision Biospecimen Solutions, Inc.
Precision for Medicine and Oncology Canada, Inc.
PrecisionMed, Inc.
Proactive Capital Resources Group
ProImmune
ProMab Biotechnologies Inc
Protein Sciences Corporation
PROTEOGENEX, INC.
Providence Health & Services - Oregon aka Providence Portland Medical Center
Public Library of Science
Puglisi & Associates
Q Squared Solutions Expression Analysis LLC
QBDWORKS LLC
Quick International Courier
RapID Lab
RDW Quality Consulting, LLC
Reed & Scardino LLP
Regulatory Compass, LLC
Reinvent Business
Reputation Management Consultants
Research Centers of America LLC
Rong Central Inc
River Court Condominium Trust
Rodman & Renshaw
Rose, Thomas
RStudio PBC
Rush University Medical Center
Rutgers, The State University of New Jersey
S&P Capital IQ
SafeBudge Consultants, Inc
Sage, Intact, Inc.
Sam Brown Inc.
Sanita Cruz Biotechnology
Say Technologies LLC
Schmitke, Jennifer
Sciencetk Software Inc.
Securedocs, Inc.
Scppc
Sheridan Road Advisors, LLC

Shoreline Biotech Communications LLC
Silverson Machines Inc.
Siu Kim Aible International LLC
SmarAnalyst
SP Scientific
Standard & Poor's Financial Services, LLC
Stanford University
Stanley R. Frankel, M.D.
State of New Jersey - CBI
State Workers' Insurance Fund
Steritech Corporation
Stem IR, Inc.
Stonogate Capital Partners
Stonogate Healthcare Partners, LLC.
Street
Streetwise Reports
Studio 1440
Synchrogenix - A Certara Company
Tanya Pejovic
Tanyi, James L.
TD Waterhouse Canada, Inc
TelAgility Corp.
Testo, Inc
Teti, Jennifer
The Conlay Group
The Coulter Partnership Inc
The Feinstein Institute for Medical Research
The Jackson Laboratory
The Lincoln National Life Insurance Company
The Nasdaq Stock Market LLC
The United States Pharmacopoeial Convention, Inc
The Wistar Institute of Anatomy and Biology
The Wyatt Strubbs Group Inc.
The Zlota Co., LLC
Third Rock Ventures
Thomas Scientific
Thomson Reuters
TNC 120-140 Eileen Stubbs Ltd
Toppin Vintage
Toumey Research, Inc
TriLink Biotechnologies LLC
Trinity Partners, LLC
United Health Care Services Inc

United States Treasury
University of Pennsylvania
University of Rochester
University of Virginia
US Biomas Inc
USC Cancer Center
Veeva Systems Inc
Veristat LLC
Verity Software House
Verizon
Vida Communication Inc.
Vicloc Inc
Villella, Jeannie
Vladimir Evilevitch
Wall Street Wonders
WCG IRB, Inc.
Weir, Genevieve
West Pharmaceutical Services
Western Institutional Review Board Inc.
Weston New York Grand Central
Westwicke Partners
WEX Health, Inc.
Whitnouse Analytical Laboratories LLC
Windshire Group, L.L.C.
Winthrop Hospital IRB
World Wide Medical Products
Zach Investment Research
Zoom Video Communications Inc.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
IMV Inc., et al.,
Debtors in a Foreign Proceeding.¹

Chapter 15
Case No. 23-____ ()
(Joint Administration Requested)

CORPORATE OWNERSHIP STATEMENT

IMV Inc., in its capacity as the authorized foreign representative ("IMV") of the above-captioned debtors, subject to proceedings currently pending before the Supreme Court of Nova Scotia and initiated pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended, respectfully submits the following, pursuant to Rules 1007(a)(4) and 7007.1(a) of the Federal Rules of Bankruptcy Procedure:

I. IMV Inc.

IMV has no parent company. IMV is a publicly traded company whose shares are listed on the Toronto Stock Exchange ("TSX") and the Nasdaq Stock Market ("NASDAQ"). Further to discussions with the TSX and NASDAQ, trading of IMV's shares did not open on May 1, 2023 and has been halted since that time. The TSX and the NASDAQ are currently evaluating IMV's suitability for continued listing on those exchanges and it is expected that IMV will be de-listed. No publicly traded company owns 10% or more of IMV's stock.

II. Immunovaccine Technologies Inc.

IMV, a publicly traded company, is IVT's parent company and owns 100% of its stock.

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: IMV Inc. (6991); IMV USA Inc. (4184) ("IMV USA"); and Immunovaccine Technologies Inc. (6772) ("IVT"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Eileen Sutha Avenue, Suite 19, Dartmouth, Nova Scotia B3B 2C4.

6324727442

III. IMV USA Inc.

IMV, a publicly traded company, is IMV USA's parent company and owns 100% of its stock.

I declare under penalty of perjury under the laws of the United States of America that the

information providing in the foregoing *Corporate Ownership Statement* is true and correct.

Dated: May 8, 2023
Dartmouth, Nova Scotia


Andrew Hall
CEO of IMV Inc., Foreign Representative

Fill in this information to identify the case and this filing:

Entity Name: IMV USA, Inc.
United States Bankruptcy Court for the District of Delaware
Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/18

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the admission of assets and liabilities, any other documents that require a declaration that is not included in the document, and any amendments to these documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 8011.

WARNING - Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3871.

Declaration and Signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case. I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets - Real and Personal Property (Official Form 208A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 208D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 208E/F)
- Schedule G: Exempted Contracts and Unexpired Leases (Official Form 208G)
- Schedule H: Codebtors (Official Form 208H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 208Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Claims: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Holders (Official Form 209)
- Other documents that require a declaration: Verified List Pursuant to Bankruptcy Rule 1007(a)(4) and Bankruptcy Rule 7007.1 Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/08/2023
IMV/IVT


Signature of individual signing on behalf of debtor

Andrew Hall
CEO of IMV Inc. Foreign Representative

EXHIBIT II

Verified Petition

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

IMV Inc., et al.,

Debtors in a Foreign Proceeding.¹

Chapter 15

Case No. 23-10589 (KBO)

(Joint Administration Requested)

**VERIFIED PETITION FOR (I) RECOGNITION OF FOREIGN MAIN PROCEEDING,
(II) RECOGNITION OF FOREIGN REPRESENTATIVE, (III) RECOGNITION OF
AMENDED AND RESTATED INITIAL ORDER, AND
(IV) GRANTING RELATED RELIEF**

IMV Inc., in its capacity as the authorized foreign representative ("IMV" or the "Foreign Representative"), as defined by section 101(24) of title 11 of the United States Code (the "Bankruptcy Code"), the above-captioned debtors (collectively, the "Debtors"), each subject to proceedings (collectively, the "Canadian Proceeding") pending before the Supreme Court of Nova Scotia (the "Canadian Court") and initiated pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended (the "CCAA"), hereby submits this verified petition (the "Verified Petition", and together with the chapter 15 petitions filed for each of the Debtors as D.I. I in their respective cases, the "Petitions for Recognition") and respectfully states as follows:

RELIEF REQUESTED

1. Through the Verified Petition, the Foreign Representative seeks the following relief:

- (a) recognition pursuant to section 1517 of the Bankruptcy Code of the Canadian Proceeding as a "foreign main proceeding" as defined in section 1502(4) of the Bankruptcy Code;

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers, are: IMV Inc. (6991); IMV USA Inc. (4184) ("IMV USA"); and Immunovaccine Technologies Inc. (6772) ("ITI"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3B 2C4.

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- (b) recognition on a final basis that the Foreign Representative is the "foreign representative" (as defined in section 101(24) of the Bankruptcy Code) of the Debtors;
- (c) full force and effect given in the United States to the Amended and Restated Initial Order (defined below), including any and all extensions or amendments thereof authorized by the Canadian Court, and extension of the protections of the Amended and Restated Initial Order to the Debtors in the United States on a final basis;
- (d) all relief automatically available pursuant to section 1520 of the Bankruptcy Code, including, but not limited to, the "automatic stay" under section 362 of the Bankruptcy Code, which shall apply with respect to the Debtors and the Debtors' property that is now or in the future located within the territorial jurisdiction of the United States;
- (e) additional relief pursuant to section 1521 of the Bankruptcy Code, including but not limited to, extension on a final basis, pursuant to section 1521(a)(6), of any relief granted under the Provisional Relief Order (defined below); and
- (f) such other and further relief as is appropriate under the circumstances, including pursuant to sections 105(a) and 1507 of the Bankruptcy Code.

2. To the extent the relief requested herein exceeds the relief available to the Foreign Representative with respect to the Debtors pursuant to section 1520 of the Bankruptcy Code, the Foreign Representative requests this relief pursuant to sections 1507 and 1521(a)(1) and (2).

3. In the event the Court were to determine the Canadian Proceeding is not a foreign main proceeding, the Foreign Representative requests that the Court nevertheless grant the relief requested above pursuant to sections 1521 and 1507 of the Bankruptcy Code.

JURISDICTION AND VENUE

4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. Recognition of a foreign proceeding and other matters under chapter 15 of the Bankruptcy Code are core matters pursuant to 28 U.S.C. § 157(b)(2)(F).

5. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 9013-1(f) of the Local Rules of the Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") to the entry of a final order by the Court in connection with the Petitions for Recognition to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

6. These chapter 15 cases have been properly commenced pursuant to sections 1504 and 1509 of the Bankruptcy Code by filing the Petitions for Recognition under section 1515 of the Bankruptcy Code.

7. Venue is proper before the Court pursuant to 28 U.S.C. § 1410.

8. The bases for the relief requested in this Verified Petition are sections 105(a) 1501, 1504, 1507, 1515, 1517, 1520, and 1521 of the Bankruptcy Code.

BACKGROUND

9. On April 28, 2023, the Debtors commenced the Canadian Proceeding under the CCAA to initiate restructuring proceedings under the supervision of the Canadian Court. On May 1, 2023 the Canadian Court entered an initial order (the "Initial Order") appointing FTI Consulting Canada Inc. (the "Monitor") as monitor of the Debtors and authorizing IMV to act as Foreign Representative of the Debtors.

10. On May 5, 2023, following a Comeback Hearing in the Canadian Proceeding, the Canadian Court entered an amended and restated Initial Order (the "Amended and Restated Initial Order"). A description of the relief provided in the Amended and Restated Initial Order is set forth below and in Hall Declaration (defined below), and a certified copy of the Amended and

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Restated Initial Order is attached to each of the Debtors' chapter 15 petitions and as Exhibit 1 to the Provisional Relief Order (defined below). At the Comeback Hearing, the Canadian Court also approved a claims process in the Canadian Proceeding, and the Debtors expect that the Canadian Court will enter an order establishing the claims process on May 8, 2023.

11. On the date hereof (the "Petition Date"), the Foreign Representative filed petitions under chapter 15 of the Bankruptcy Code for recognition of the Canadian Proceeding, thereby commencing the Debtors' chapter 15 cases.

12. Also on the Petition Date and concurrently herewith, the Foreign Representative filed the Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code (the "Provisional Relief Motion") seeking entry of an order (the "Provisional Relief Order") granting the relief requested in the Provisional Relief Motion shortly after the commencement of these chapter 15 cases.

13. Additional information about the Debtors' business and operations and the events lead up to the filing of the Petitions for Recognition and the facts and circumstances surrounding the Canadian Proceeding and these chapter 15 cases are set forth in the Declaration of Andrew Hall in Support of the Debtors' Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Amended and Restated Initial Order, and (IV) Related Relief (the "Hall Declaration"). Details regarding the Canadian Proceeding are set forth in the Declaration of Alain N. Tardif in Support of the Debtors' Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Amended and Restated Initial Order, and (IV) Related Relief (the "Tardif Declaration"). The Hall Declaration and the Tardif Declaration are each incorporated herein by reference.

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17. Moreover, the Debtors each satisfy section 109(a) of the Bankruptcy Code which requires that a debtor have a residence, domicile, a place of business or property in the United States. 11 U.S.C. § 109(a). Courts have adopted a broad interpretation of "property" under section 109(a) of the Bankruptcy Code and have found that even a nominal amount of property in the United States satisfies the requirements of section 109(a). *See, e.g., In re Global Ocean Carriers Ltd.*, 251 B.R. 31 (Bankr. D. Del. 2000) (holding that approximately \$10,000 in a bank account and the unearned portions of retainers provided to local counsel constituted a sufficient property interest for chapter 15 purposes). Effectively, if a debtor has any property in the United States, section 109(a) of the Bankruptcy Code is satisfied.

18. Here, the Foreign Representative satisfies section 109(a) through its ownership of the stock of IMV USA, a Delaware corporation. Under Delaware law, the situs of the stock of a Delaware corporation is in Delaware. *See* 8 Del. C. § 169 ("For all purposes of title, action, attachment, garnishment and jurisdiction of all courts held in this State, but not for the purpose of taxation, the situs of the ownership of the capital stock of all corporations existing under the laws of this State, whether organized under this chapter or otherwise, shall be regarded as in this State."); *see also In re Global Ocean Carriers*, 251 B.R. at 38 (concluding that under Delaware law, a chapter 11 debtor that owned the capital stock of a Delaware corporation owned property in Delaware). IMV USA satisfies section 109(a) because it is a Delaware corporation and, thus, is domiciled in Delaware. Finally, IVT and IMV USA each satisfy section 109(a) through their respective interests in the unused portion of a retainer provided to the Debtors' U.S. counsel, Troutman Pepper Hamilton Sanders, LLP in the amount of approximately \$50,000, which is being held in the firm's bank account at WSFS Bank in Wilmington, Delaware. *See id.* (recognizing an interest in a retainer as property that satisfies section 109(a)).

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BASIS FOR RELIEF

14. Chapter 15 of the Bankruptcy Code is designed to promote cooperation and comity between courts in the United States and foreign courts, to protect and maximize the value of a debtor's assets, and to facilitate the rehabilitation and reorganization or liquidation of businesses. The relief afforded to a foreign debtor under chapter 15 is intended to avoid disruptions that could otherwise derail a debtor's restructuring or liquidation in its home country.

15. Consistent with these principles, the Foreign Representative commenced ancillary proceedings for the Debtors under chapter 15 of the Bankruptcy Code to obtain recognition of the Canadian Proceeding and certain related relief in the United States. As set forth in detail in the Hall Declaration, the Foreign Representative believes that this chapter 15 case will complement the Debtors' primary proceeding in Canada to ensure the effective and economic administration of the Debtors' efforts to conduct a sale or restructuring process under the CCAA (or, alternatively, to wind down operations in a manner that maximizes value for stakeholders) and to prevent parties from taking action in the United States that may jeopardize these efforts.

I. The Debtors are Eligible for Chapter 15 Relief

16. Each of the Debtors is eligible to be a debtor in a chapter 15 case. For the purposes of chapter 15 of the Bankruptcy Code, a "debtor" means an entity that is the subject of a foreign proceeding. *See* 11 U.S.C. § 1502(1); *see also* 11 U.S.C. § 101(15), (41) (defining "entity" and "person"). The Foreign Representative and IVT are entities organized under the laws of Canada and IMV USA is a Delaware corporation. As set forth below, the Canadian Proceeding is a foreign proceeding as that term is defined in the Bankruptcy Code. None of the Debtors fall within any of the categories of entities excluded from chapter 15 eligibility, as set forth in section 1501(c) of the Bankruptcy Code.

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19. Accordingly, the Debtors are eligible for relief under chapter 15 of the Bankruptcy Code. *See* 11 U.S.C. § 1501(b), (c).

II. The Canadian Proceeding Should Be Recognized as a Foreign Main Proceeding

20. Section 1517(a) of the Bankruptcy Code provides that, after notice and hearing, a court shall enter an order recognizing a foreign proceeding as a foreign main proceeding if: (a) such foreign proceeding is a foreign main proceeding within the meaning of section 1502 of the Bankruptcy Code, (b) the foreign representative applying for recognition is a person or body, and (c) the petition meets the requirements of section 1515 of the Bankruptcy Code. *See* 11 U.S.C. § 1517(a). The Canadian Proceeding, the Foreign Representative, and the Petitions for Recognition satisfy all of the foregoing requirements.

A. The Canadian Proceeding is a "Foreign Proceeding."

21. Section 101(23) of the Bankruptcy Code defines a "foreign proceeding" as:

a collective judicial or administrative proceeding in a foreign country, including an interim proceeding, under a law relating to insolvency or adjustment of debt in which proceeding the assets and affairs of the debtor are subject to control or supervision by a foreign court, for the purpose of reorganization or liquidation.

22. Courts have held that a "foreign proceeding" is: (a) proceeding; (b) that has either a judicial or an administrative character; (c) that is collective in nature, in the sense that the proceeding considers the rights and obligations of all creditors; (d) that is located in a foreign country; (e) that is authorized or conducted under a law related to insolvency or the adjustment of debt, even if the debtor that has commenced such proceedings is not actually insolvent; (f) in which the debtor's assets and affairs are subject to the control or supervision of a foreign court or other authority competent to control or supervise a foreign proceeding; and (g) which proceeding is for the purpose of reorganization or liquidation. *See In re Ishipawa Mamechon Ltd.*, 480 B.R. 129, 130 (S.D.N.Y. 2012); *see also In re Overnight and Control Company of Avanti, S.A.*, 385 B.R.

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525, 533 (Bankr. S.D.N.Y. 2008) (discussing factors). As set forth herein and in the Tardif Declaration, the Canadian Proceeding satisfies such requirements and, therefore, qualifies as a “foreign proceeding” for purposes of section 101(23) of the Bankruptcy Code.

23. *First*, the Canadian Proceeding is a proceeding commenced pursuant to the CCAA, a Canadian law that governs corporate reorganizations and provides for an arrangement of a company’s financial obligations. See CCAA § 44(a-c). For purposes of chapter 15 recognition, “the hallmark of a ‘proceeding’ is a statutory framework that constrains a company’s actions and that regulates the final distribution of a company’s assets.” *In re Betcorp Ltd.*, 400 B.R. 266, 278 (Bankr. D. Nev. 2009). Because the Canadian Proceeding operates under such statutory framework, it satisfies the first factor of section 101(23) of the Bankruptcy Code.

24. *Second*, the Canadian Proceeding is judicial in character. A reorganization proceeding is judicial in character whenever a “court exercises its supervisory powers.” *In re, ABC Learning Ctrs, Ltd.*, 445 B.R. 318, 328 (Bankr. D. Del. 2010). Here, in the Amended and Restated Initial Order, the Canadian Court has approved a sale and investment solicitation process (the “SISP”). After completion of the processes contemplated by the SISP and proper notice and hearing, the Canadian Court may ultimately approve a sale of the Debtors’ assets under the terms of the SISP, having considered the statutory requirements under the CCAA.

25. *Third*, the Canadian Proceeding is collective in nature in that all affected creditors are allowed to participate. See *In re Paymanov*, 571 B.R. 24, 33 (Bankr. S.D.N.Y. 2017) (“A proceeding is collective if it considers the rights and obligations of all of a debtor’s creditors, rather than a single creditor.”). The Canadian Proceeding is intended to affect creditors collectively, rather than to benefit any single creditor alone. Here, the Debtors have commenced the Canadian Proceeding with the goal of maximizing value for its creditors through the SISP. To the extent no

result of the SISP, the Debtors will seek an orderly winddown and liquidation of their business, with the goal of maximizing creditor recoveries.

30. Because the Canadian Proceeding satisfies all of the criteria required by section 101(23) of the Bankruptcy Code, it is a foreign proceeding entitled to recognition under chapter 15 of the Bankruptcy Code. U.S. courts have recognized collective proceedings similar to the Canadian Proceeding as “foreign proceedings” on numerous occasions. See, e.g., *In re Aetna Pharma Corp.* Case No. 23-10111 (TMH) (Bankr. D. Del. Feb. 27, 2023) (recognizing a Canadian proceeding under the CCAA as a foreign proceeding); *In re CDS U.S. Holdings, Inc.*, Case No 20-11719 (CSS) (Bankr. D. Del. Aug. 11, 2020); *In re Essar Steel Algoma, No.* Case 14-11730 (KJC) (Bankr. D. Del. Jul. 21, 2014) (same); *In re Mega Brands Inc.*, Case No. 10-10485 (CSS) (Bankr. D. Del. Mar. 23, 2010) (same).

B. The Canadian Proceeding Should be Recognized as a “Foreign Main Proceeding.”

31. The Canadian Proceeding should be recognized as a “foreign main proceeding” as defined in section 1502(4) of the Bankruptcy Code. A foreign proceeding must be recognized as a “foreign main proceeding” if it is pending in the country where the debtor has its center of its main interests. 11 U.S.C. § 1517(b). The term “center of main interests” (“COMI”) is not defined in the Bankruptcy Code. COMI, however, has been equated to a debtor’s principal place of business. See *Morning Mist Holdings Ltd. v. Krys (In re Fairfield Sentry Ltd.)*, 714 F.3d 127, 138 n.10 (2d Cir. 2013) (considering an entity’s principal place of business in making a COMI determination). *In re Bear Stearns High-Grade Structured Credit Strategies Master Fund, Ltd.*, 374 B.R. 122, 129 (Bankr. S.D.N.Y. 2007), *aff’d*, 389 B.R. 325 (S.D.N.Y. 2008). Courts have identified certain factors that are relevant in determining a debtor’s COMI, including: (a) the location of the debtor’s headquarters; (b) the location of those persons or entities that actually manage the debtor (which,

transaction results from the SISP, the Debtors intend to wind down operations, again with a goal of maximizing value for all creditors. Affected creditors are entitled to intervene while the SISP is implemented and the Canadian Court considers the sale of the Debtors’ assets, and are likewise entitled to participate in the Canadian Proceeding if liquidation ultimately occurs. Further, at the Comeback Hearing, the Canadian Court has approved a claims process, through which the Debtors’ creditors can assert their claims against the Debtors and have such claims administered through the Canadian Proceeding—the Debtors expect that an order approving the claims process will be entered by the Canadian Court on May 8, 2023. Thus, the Canadian Proceeding is a quintessential collective proceeding.

26. *Fourth*, the Canadian Proceeding is conducted in a foreign country, Canada, and the Canadian Court that will oversee the case is located in Nova Scotia, Canada.

27. *Fifth*, as described above, the CCAA is “a law relating to insolvency or adjustment of debt.” Here there is no doubt that the Canadian Proceeding conducted under CCAA is a proceeding under either (a) “a law relating to insolvency” or (b) “a law relating to . . . adjustment of debt.” Indeed, as noted above, the Debtors intend to pursue a sale or restructuring process under the CCAA, which will reorganize the Debtors’ indebtedness.

28. *Sixth*, the Canadian Proceeding subjects the Debtors’ assets and affairs to the supervision of the Canadian Court during the pendency of the proceedings.

29. *Finally*, the objective of the Canadian Proceeding is to effectuate a transaction further to the SISP. The transaction in respect of the Debtors further to the SISP, if any, and overseen by the Canadian Court pursuant to the CCAA may provide for a plan of compromise or arrangement or a transaction that will allow its creditors to maximize recovery and a return in a restructured and financially healthy entity. To the extent that a transaction does not occur as a

in certain instances, could be the headquarters of a holding company); (c) the location of the debtor’s primary assets; and (d) the location of the majority of the debtor’s creditors or of a majority of the creditors who would be affected by the case. See *In re SPhinx, Ltd.*, 351 B.R. 103, 117 (Bankr. S.D.N.Y. 2006). In the absence of evidence to the contrary, a debtor’s registered office is presumed to be the debtor’s COMI. See 11 U.S.C. § 1516(c).

32. Here, under all of the relevant criteria, Nova Scotia, Canada is the Debtors’ COMI. As set forth in the Hall Declaration:

- a. IMV is incorporated under the *Canada Business Corporation Act* and is headquartered and domiciled in Dartmouth, Nova Scotia;
- b. IVT is the Debtors’ main operating entity and is incorporated under the *Companies Act* (Nova Scotia). IVT is the registered owner of the Debtors’ intellectual property and trademarks and currently employs all of the Debtors’ employees, except the employees located in the United States. Most of the Debtors’ bank accounts are held by IVT. IVT is the lessor under the Debtors’ leases for the Québec office and Nova Scotia headquarters and laboratories. IVT is also the owner of all laboratory equipment used in the Debtors’ operations;
- c. the majority of the Debtors’ assets are located in Canada;
- d. all of the Debtors’ accounting, marketing, finance and administrative functions are located in Dartmouth, Nova Scotia;
- e. all of the Debtors’ research and development and quality systems management are located in Dartmouth, Nova Scotia;
- f. most clinical trial oversight is located in Canada;
- g. the Debtors’ supply chain is managed from Dartmouth, Nova Scotia;
- h. more than 50% of the Debtors’ management and almost all of the Debtors’ employees are located in Canada;
- i. all of the Debtors’ information technology functions are provided out of Dartmouth, Nova Scotia;
- j. the Debtors’ treasury management functions, including management of accounts receivable and accounts payable, are in Dartmouth, Nova Scotia.

k. IMV USA is IMV Inc.'s subsidiary in the United States and is incorporated under the laws of Delaware. IMV USA has no operations and is dependent on IMV and IVT for its financing and human resources functions. IMV USA's sole purpose is to facilitate compensation of employees located in the United States and as such, it employs the Debtors' three employees located in the United States (one in Florida, one in Massachusetts, and one in New Jersey), and retains one consultant based in the United States (although the Debtors intend to end this engagement during the pendency of the Canadian Proceedings), the costs of all which are borne by IMV Inc. and IVT; and

l. given its limited purpose, the management of IMV USA is primarily handled by IMV's finance and human resources executives located in Canada, and its books and records are maintained in Canada. IMV USA is also the lessee under a lease for 3,400 s.f. of furnished office space in Cambridge, Massachusetts, which IMV USA recently vacated. The Debtors intend to disclaim in the Canadian Proceeding.

See Hall Declaration at ¶ 103.

33. Further, the Canadian Court ruled that Nova Scotia, Canada is the Debtors' center of main interest in the Amended and Restated Initial Order. See Amended and Restated Initial Order at ¶ 62.

34. Based on these facts, the Debtors have substantially more ties to Canada than to any other country. Therefore, the Debtors' COMI is Canada and, as such, the Canadian Proceeding should be recognized as a foreign main proceeding.

III. These Cases Were Commenced by the a Duly Authorized Foreign Representative

35. Section 1517 of the Bankruptcy Code provides that a "foreign representative" shall apply for recognition of the foreign proceeding. Section 101(24) of the Bankruptcy Code. That section provides as follows:

The term "foreign representative" means a person or body, including a person or body appointed on an interim basis, authorized in a foreign proceeding to administer the reorganization or the liquidation of the debtor's assets or affairs or to act as a representative of such foreign proceeding.

but rather consistent with, United States public policy. *Cunfield v. Investors Overseas Servs., Ltd.*, 471 F. Supp. 1255, 1259 (S.D.N.Y., 1979) (recognizing that a Canadian liquidation proceeding would not violate the laws or public policy of New York or the United States). As noted above, many U.S. courts, including in this District, have granted recognition of proceedings under the CCAA.

39. One of the fundamental goals of the Bankruptcy Code is the centralization of administration of a company's affairs and allowing for a uniform distribution of that company's assets. See, e.g., *In re Lonsphere Clubs, Inc.*, 922 F.2d 984, 989 (2d Cir., 1990). The Canadian Proceeding provides for such a uniform distribution scheme. The relief sought from this Court is nothing more than implementation of those distributions in the United States.

VI. The Discretionary Relief Requested is Necessary and Appropriate to Ensure the Orderly Administration of the Canadian Proceeding.

40. The recognition of a foreign proceeding as a foreign main proceeding results in automatic application (pursuant to section 1520(a) of the Bankruptcy Code) of certain Bankruptcy Code provisions to a debtor and its property within the territorial jurisdiction of the United States. Further discretionary relief available under section 1521(a) of the Bankruptcy Code in foreign main proceedings is available upon the determination of a bankruptcy court that such relief is necessary to effectuate the purpose of chapter 15 and to protect the debtor's assets or the interests of creditors, and may include:

a. staying the commencement or continuation of an individual action or proceeding concerning the debtor's assets, rights, obligations or liabilities to the extent they have not been stayed under section 1520(a) of the Bankruptcy Code;

36. Pursuant to the Amended and Restated Initial Order, the Canadian Court authorized the appointment of IMV as the Foreign Representative, authorized and empowered the Foreign Representative to act as a foreign representative in respect of the Canadian Proceeding, and authorized the Foreign Representative to file the chapter 15 cases in the United States for the purpose of having the Canadian Proceeding recognized. See Amended and Restated Initial Order, ¶¶ 60-61.

IV. The Petitions for Recognition Satisfy All of the Requirements under Section 1515 of the Bankruptcy Code.

37. These chapter 15 cases were duly and properly commenced by filing the Petitions for Recognition, accompanied by all fees, documents, and information required by the Bankruptcy Code and the Bankruptcy Rules, including: (a) a corporate ownership statement containing the information described in Bankruptcy Rule 7007.1; (b) a list containing (i) the names and addresses of all persons or bodies authorized to administer foreign proceedings of the Debtors, (ii) all parties to litigation pending in the United States in which the Debtors are a party at the time of the commencement of the chapter 15 cases, and (iii) all entities against whom provisional relief is being sought under section 1519 of the Bankruptcy Code; (c) a statement identifying all of the Debtors' foreign proceedings that are known to the Foreign Representative; and (d) a certified copy of both the Initial Order and the Amended and Restated Initial Order.

V. Recognition of the Canadian Proceeding is Not Manifestly Contrary to U.S. Public Policy.

38. Section 1506 of the Bankruptcy Code provides that nothing in chapter 15 requires this Court to take any action that would be manifestly contrary to the public policy of the United States, 11 U.S.C. § 1506. "[F]ederal courts in the United States have uniformly adopted the narrow application of the public policy exception." *In re O.I.S.A.*, 533 B.R. at 103 (citing *Fairfield Sentry*, 714 F.3d at 139). The relief requested by the Foreign Representative is not manifestly contrary to,

- b. staying execution against the debtor's assets to the extent it has not been stayed under section 1520(a) of the Bankruptcy Code;
- c. suspending the right to transfer, encumber or otherwise dispose of any assets of the debtor to the extent this right has not been suspended under section 1520(a) of the Bankruptcy Code;
- d. entrusting the administration or realization of all or part of a debtor's assets in the United States to the foreign representative; and
- e. extending any relief granted under section 1519(a) of the Bankruptcy Code.

41. In addition to section 1521 of the Bankruptcy Code, section 1507 of the Bankruptcy Code provides that upon recognition of a foreign proceeding as a foreign main proceeding, a bankruptcy court "may provide additional assistance to a foreign representative under this title or under other laws of the United States", and section 105(a) of the Bankruptcy Code provides that the "court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."

42. When considering whether to entrust the distribution of all or part of a debtor's assets to a foreign representative, a bankruptcy court must determine that the interests of creditors in the United States are sufficiently protected. 11 U.S.C. § 1521(b).

43. In connection with recognition of the Canadian Proceeding, the Foreign Representative respectfully requests that the Court: (i) pursuant to section 1521(a)(6) of the Bankruptcy Code, extend on a final basis of all the provisional relief granted in the Provisional Relief Order, including the relief granted in the Provisional Relief Order in respect of sections 361, 362, and 365(c) of the Bankruptcy Code; (ii) entrust the administration, realization, and distribution of all of the Debtors' assets in the United States to the Foreign Representative pursuant

to sections 1521(a)(5) and 1521(b) of the Bankruptcy Code; and (iii) grant, pursuant to section 1521(a)(7) of the Bankruptcy Code, any Provisional Relief (as defined in the Provisional Relief Motion) not granted pursuant to the Provisional Relief Order and any relief included in the Amended and Restated Initial Order that is not granted in the Provisional Relief Order. The Foreign Representative respectfully submits that such relief is warranted under sections 105(a), 1507 and 1521 of the Bankruptcy Code and the general principles of comity that underpin chapter 15.

44. The granting of such relief is consistent with the goals of international cooperation and assistance to foreign courts embodied in chapter 15 of the Bankruptcy Code, and is necessary to effectuate the Canadian Proceeding. If granted, such relief would promote all of the legislatively enumerated objectives of section 1501(a) of the Bankruptcy Code.

45. Indeed, the Amended and Restated Initial Order expressly authorizes the Foreign Representative to apply for foreign recognition and approval of the Canadian Proceeding in the United States pursuant to chapter 15 of the Bankruptcy Code and requests the aid and recognition of courts in the United States to give effect to the Amended and Restated Initial Order and assist the Foreign Representative in carrying out the terms of the Amended and Restated Initial Order. See Amended and Restated Initial Order ¶¶ 60-61. Thus, in addition to the reasons set forth above, this Court should give full force and effect in the United States to the Amended and Restated Initial Order under well-established principles of international comity and specifically pursuant to sections 105(a), 1507, and 1521 of the Bankruptcy Code.

46. Fair and efficient administration of the Canadian Proceeding that protects all parties in interest requires that all creditors be bound by the terms of the Canadian Proceeding and restructuring transactions as sanctioned by the Canadian Court. See *In re Energy Coal S.P.A.*, 582

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CONCLUSION

WHEREFORE, the Foreign Representative respectfully requests that this Court: (a) grant the relief requested in the Verified Petition and enter an order in the form attached hereto as Exhibit A and; (b) grant such other and further relief and additional assistance as this Court may deem just and proper.

Dated: May 8, 2023
Wilmington, Delaware

Respectfully Submitted,

/s/ David M. Fournier
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Counsel to the Foreign Representative

B.R. 619, 626-27 (Bankr. D. Del. 2018) (acknowledging the broad principles of comity applied by United States courts in both recognition of foreign bankruptcies and post-recognition relief granted to foreign representatives).

47. If the Debtors are able to stay actions against their property and businesses only in Canada, there is a risk that certain of the Debtors' contractual counterparties or other parties in interest could pursue action in the United States against the Debtors or other parties (such as the Debtors' directors and officers) protected by the Amended and Restated Initial Order. If such parties can effectively evade the terms of the Amended and Restated Initial Order, and attempt to derail the SISP or the CCAA restructuring process by commencing actions in the United States, the Debtors and others involved would be required to defend any such proceedings and deplete the resources of the restructured business and prejudice its reorganized value. Therefore, relief requested by the Debtors is required to prevent individual creditors acting to frustrate the purposes of the restructuring process in disregard of the Amended and Restated Initial Order, the foremost of which is the fair and efficient administration of the Canadian Proceeding to maximize value for all creditors.

48. Accordingly, the relief requested herein would further the objectives of chapter 15 by assisting the implementation and administration of the Canadian Proceeding.

NOTICE

49. The Foreign Representative will provide notice of the Petitions for Recognition in accordance with procedures set forth in the *Motion for Order (A) Scheduling Hearing on Recognition of Chapter 15 Petitions and (B) Specifying Form and Manner of Service of Notice*, filed contemporaneously herewith. In light of the nature of the relief requested, the Foreign Representative requests that the Court find no further notice is required.

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VERIFICATION OF PETITION

I, Andrew Hall, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury under the laws of the United States of America as follows:

I am the Chief Executive Officer of IMV Inc., the authorized foreign representative for the Debtors. As such, I have full authority to verify the foregoing Verified Petition on behalf of the Debtors.

I have read the foregoing Verified Petition, and I am informed and believe that the factual allegations contained therein are true and accurate to the best of my knowledge, information and belief.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: May 8, 2023
Dartmouth, Nova Scotia


Andrew Hall
CEO of IMV Inc.

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In re: IMV Inc., et al., Debtors in a Foreign Proceeding. ¹	Chapter 15 Case No. 23-10589 (KBO) (Jointly Administered) Re: D.I. ____
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ORDER (I) RECOGNIZING FOREIGN MAIN PROCEEDING, (II) RECOGNIZING FOREIGN REPRESENTATIVE, (III) RECOGNIZING AMENDED AND RESTATED INITIAL ORDER, AND (IV) GRANTING RELATED RELIEF

Upon consideration of the *Verified Petition for (I) Recognition of Foreign Main Proceeding (II) Recognition of Foreign Representative, (III) Recognition Amended and Restated Initial Order, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* (the "*Verified Petition*"), and together with the chapter 15 petitions filed for each of the Debtors as D.I. 1 in their respective cases, the "*Petitions for Recognition*");² the Hall Declaration, the Tardif Declaration, and the Provisional Relief Motion (collectively, the "*Chapter 15 Pleadings*"), each filed May 1, 2023, by or on behalf of the Foreign Representative, IMV Inc., in its capacity as the duly appointed foreign representative of the above captioned debtors (the "*Debtors*"), in a voluntary restructuring proceeding (the "*Canadian Proceeding*") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended, the "*CCAA*"), pending before the Supreme Court of Nova Scotia (the "*Canadian Court*"), initiated pursuant to the Companies' Creditors Arrangement Act,

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: IMV Inc. (6991); IMV USA Inc. (4184) ("*IMV USA*"); and Immunovaccine Technologies Inc. (6772) ("*IMV*"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Eileen Stubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3D 2C4.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Verified Petition.

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R.S.C. 1985, c. C-36 (as amended, the "*CCAA*"), and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and it appearing that venue is proper before this Court pursuant to 28 U.S.C. § 1410; and the Court having considered and reviewed the Chapter 15 Pleadings and having held a hearing to consider the relief requested in the Petitions for Recognition (the "*Hearing*"); and it appearing that timely notice of the filing of the Chapter 15 Pleadings and the Hearing has been given pursuant to the *Order (A) Scheduling Recognition Hearing and (B) Specifying Form and Manner of Service of Notice* and that no other or further notice need be provided; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

THIS COURT HEREBY FINDS AND DETERMINES THAT:

- A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.
- B. These cases were properly commenced pursuant to sections 1504, 1509, and 1515 of the Bankruptcy Code.
- C. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.
- D. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).
- E. Venue is proper before this Court pursuant to 28 U.S.C. § 1410.

- F. The Canadian Proceeding is a "foreign proceeding" within the meaning of section 101(23) of the Bankruptcy Code.
- G. The Canadian Proceeding is pending in Canada, which is the country in which the Debtors have their center of main interests and, as such, the Canadian Proceeding is a "foreign main proceeding" within the meaning of sections 101(23) to section 1502(4) and 1517(b)(1) of the Bankruptcy Code and is entitled to recognition as a foreign main proceeding in respect of each of the Debtors.
- H. The Foreign Representative IMV Inc. is a "person," as such term is defined in section 101(41) of the Bankruptcy Code, has been duly appointed by the Debtors and has been declared by the Canadian Court as authorized to act as the "foreign representative" with respect to the Canadian Proceeding within the meaning of section 101(24) of the Bankruptcy Code.
- I. The Petitions for Recognition meet all of the requirements set forth in section 1515 of the Bankruptcy Code and Bankruptcy Rules 1007(a)-(4) and 2002(q).
- J. The Canadian Proceeding is entitled to recognition by the Court pursuant to section 1517(a) of the Bankruptcy Code and the Debtors have satisfied the eligibility requirements of section 109(a) of the Bankruptcy Code, as applicable.
- K. The Debtors and the Foreign Representative are entitled to all of the relief set forth in section 1520 of the Bankruptcy Code.
- L. Appropriate notice of the filing of, and the Hearing on, the Petitions for Recognition was given, which notice is deemed adequate for all purposes, and no other or further notice need be given.
- M. The relief granted hereby is necessary and appropriate, in the interests of the public and of international comity, not inconsistent with the public policy of the United States, warranted

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pursuant to sections 105(a), 362, 365, 1507(a), 1509(b)(2)-(3), 1520, 1521, 1522 and 1525 of the Bankruptcy Code, and will not cause hardship to creditors of the Debtors or other parties in interests that is not outweighed by the benefits of granting that relief.

N. The relief granted hereby is necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtors and the interests of their creditors and other parties in interest.

O. Absent the relief granted hereby, the Debtors and their directors and officers may be subject to the prosecution of judicial, quasi-judicial, arbitration, administrative or regulatory actions or proceedings in connection with the Canadian Proceeding or otherwise against the Debtors and their directors and officers or their property, thereby interfering with and causing harm to, the Debtors, their creditors, and other parties in interest in the Canadian Proceeding and, as a result, the Debtors, their creditors and such other parties in interest would suffer irreparable injury for which there is no adequate remedy at law.

P. Absent the requested relief, the efforts of the Debtors, the Canadian Court and the Foreign Representative in conducting the Canadian Proceeding and effecting their restructuring or sale process therein may be thwarted by the actions of certain creditors, a result that will obstruct the purposes of chapter 15 as reflected in section 1501(a) of the Bankruptcy Code.

Q. Each of the injunctions contained in this Order (i) is within the Court's jurisdiction, (ii) is essential to the success of the Debtors' restructuring in the Canadian Proceeding, (iv) confers material benefits on, and is in the best interests of, the Debtors and their creditors, and (v) is important to the overall objectives of the Debtors' restructuring.

R. The findings and determinations set forth in that certain Order Granting Provisional Relief [D.1.] (the "Provisional Relief Order") are confirmed on a final basis and incorporated by reference.

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NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Petitions for Recognition and the relief requested therein are granted as set forth herein.

2. The Petitions for Recognition meet the requirements of section 1515 of the Bankruptcy Code and Bankruptcy Rule 1007(a)(4).

3. The Canadian Proceeding is granted recognition with respect to each of the Debtors as a foreign main proceeding (as defined in section 1502(4) of the Bankruptcy Code) pursuant to sections 1517(a) and (b)(1) of the Bankruptcy Code.

4. IMV Inc. is recognized as the "foreign representative" as defined in section 101(24) of the Bankruptcy Code in respect of the Canadian Proceeding.

5. The Debtors and the Foreign Representative are granted all of the relief set forth in section 1520 of the Bankruptcy Code including, without limitation, the application of the protection afforded by the automatic stay under section 362(a) of the Bankruptcy Code to the Debtors and to the Debtors' property that is now within or in the future is located within the territorial jurisdiction of the United States.

6. The Amended and Restated Initial Order, including any and all existing and future extensions, amendments, restatements, and/or supplements authorized by the Canadian Court, are hereby given full force and effect, on a final basis, with respect to the Debtors and the Debtors' property that now or in the future is located within the territorial jurisdiction of the United States.

7. All objections, if any, to the Petitions for Recognition or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled with prejudice on the merits.

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8. Upon entry of this Order, the Canadian Proceeding is shall be and hereby is granted comity and given full force and effect in the United States and, pursuant to section 1520 of the Bankruptcy Code, among other things:

- (a) the protections of section 361, 362, and 365(e) of the Bankruptcy Code apply to the Debtors;
- (b) all persons and entities are enjoined from taking any actions inconsistent with the Canadian Proceeding and the SISP and seizing, attaching, and enforcing or executing liens or judgments against the Debtors' property in the United States or from transferring, encumbering, or otherwise disposing of or interfering with the Debtors' assets or agreements in the United States without the express consent of the Foreign Representative; and
- (c) all persons and entities are enjoined from commencing or continuing, including the issuance or employment of process of, any judicial, administrative or any other action or proceeding involving or against the Debtors or their assets or proceeds thereof, or to recover a claim or enforce any judicial, quasi-judicial, regulatory, administrative or other judgment, assessment, order, lien or arbitration award against the Debtors or their assets or proceeds thereof;
- (d) all persons and entities are enjoined from commencing any suit, action, or proceeding against the Debtors, the Foreign Representative, or any of their respective successors, directors, officers, agents, employees, representatives, advisors, or attorneys in respect of any claim or cause of action, in law or in equity, arising out of or relating to any action taken or omitted to be taken in connection with these chapter 15 cases, the Canadian Proceeding, and the SISP; and
- (e) all persons and entities are enjoined from terminating or modifying an executory contract or unexpired lease at any time after the commencement of these chapter 15 cases solely because of a provision in such contract or lease is conditioned upon the commencement of the Canadian Proceeding or a case under the Bankruptcy Code.

9. The Foreign Representative and the Debtors shall be entitled to the full protections and rights enumerated under sections 1521(a)(4) and (5) and 1521(b) of the Bankruptcy Code and, accordingly, the Foreign Representative

- (a) is entrusted with the administration or realization of all or part of the Debtors' assets located in the United States and the Foreign Representative

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is hereby established as the exclusive representative of the Debtors in the United States; and

- (b) has the right and power to examine witnesses, take evidence, or deliver information concerning the Debtors' assets, affairs, rights, obligations, or liabilities.

10. Pursuant to section 1521(a)(6) of the Bankruptcy Code, all prior relief granted by this Court pursuant to section 1519(a) of the Bankruptcy Code shall be extended, and the Provisional Relief Order shall remain in full force and effect. To the extent there is any inconsistency between this Order and the Provisional Relief Order, the language in this Order shall control.

11. Any and all Provisional Relief (as defined in the Provisional Relief Motion) not granted in the Provisional Relief Order, if any, is hereby granted pursuant to section 1521(a)(7) of the Bankruptcy Code.

12. Pursuant to 11 U.S.C. § 1521(a)(1)-(3), all persons and entities, other than the Foreign Representative and his representatives and agents, are hereby enjoined (to the extent they have not been stayed under section 1520(a)) from:

- (a) execution against any of the Debtors' and their directors and officers (the "Protected Parties") assets;
- (b) the commencement or continuation, including the issuance or employment of process, of a judicial, quasi-judicial, administrative, regulatory, arbitral, or other action or proceeding, or to recover a claim, including, without limitation, any and all unpaid judgments, settlements or otherwise against the Debtors and other Protected Parties, which in either case is in any way related to, or would interfere with, the administration of the Debtors' estates in the Canadian Proceeding;
- (c) taking or continuing any act to create, perfect or enforce a lien or other security interest, setoff or other claim against the Debtors or other Protected Parties or any of their property or proceeds thereof;
- (d) transferring, relinquishing or disposing of any property of the Debtors to any person or entity (as that term is defined in section 101(13) of the Bankruptcy Code) other than the Foreign Representative;

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- (e) commencing or continuing an individual action or proceeding concerning the Debtors' or other Protected Parties' assets, rights, obligations or liabilities; and
- (f) declaring or considering the filing of the Canadian Proceeding or these chapter 15 cases a default or event of default under any agreement, contract or arrangement.

13. Any parties who believe they have a claim against any of the Debtors are obligated to file such claim in, and only in, the Canadian Proceeding.

14. The Foreign Representative, the Debtors, and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or the Local Rules.

15. No action taken by the Foreign Representative, the Debtors, or their respective successors, agents, representatives, advisors, or counsel in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Canadian Proceeding, this Order, these chapter 15 cases, or any adversary proceeding herein, or contested matters in connection therewith, or any further proceeding commenced hereunder shall be deemed to constitute a waiver of the rights or benefits afforded such persons under sections 306 and 1510 of the Bankruptcy Code.

16. The relief granted hereby is necessary and appropriate, in the interests of the public and of international comity, not inconsistent with any public policy of the United States, warranted pursuant to sections 1507(a), 1509(b)(2)-(3), 1520, 1521(a), and 1522 of the Bankruptcy Code, and will not cause hardship to creditors of the Debtors, or to any other parties in interest, in each case that is not outweighed by the benefits of granting such relief.

17. The Foreign Representative and the Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

18. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry and shall constitute a final order within the meaning of 28 U.S.C. § 158(a).

19. A copy of this Order shall be served within five business days of entry of this order, by electronic mail to the extent email addresses are available and otherwise by U.S. mail, overnight or first-class postage prepaid, upon the Notice Parties (as defined in the *Motion for Order (A) Scheduling Hearing on Recognition of Chapter 15 Petitions and (B) Specifying Form and Manner of Service of Notice*) and such other entities as the Court may direct. Such service shall be good and sufficient service and adequate notice for all purposes.

20. This Order applies to all parties in interest in these chapter 15 cases and all of their agents, employees, and representatives, and all those who act in concert with them who receive notice of this Order.

21. This Court shall retain jurisdiction with respect to the enforcement, amendment, interpretation or modification of this Order, any requests for additional relief, any adversary proceeding in and through these chapter 15 cases, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced within the jurisdiction of this Court.

EXHIBIT III
Provisional Relief Order

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re: IMV Inc., et al., Debtors in a Foreign Proceeding.¹</p>	<p>Chapter 15 Case No. 23-10589 (KBO) (Jointly Administered) Re: D.I. 4 and 7.</p>
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**ORDER GRANTING PROVISIONAL RELIEF PURSUANT TO
SECTION 1519 OF THE BANKRUPTCY CODE**

Upon the motion for certain provisional and injunctive relief (the "Motion")² filed by IMV Inc., in its capacity as the foreign representative (the "Foreign Representative") of the above-captioned debtors (collectively, the "Debtors")³ seeking entry of an order granting provisional relief (this "Order") under the Bankruptcy Code to protect the Debtors and their property within the territorial jurisdiction of the United States pending recognition of the Debtors' proceedings currently pending in Canada pursuant to the CCAA (the "Canadian Proceeding"); and upon this Court's review and consideration of the Motion, the Verified Petition, the Hall Declaration, and the Tandif Declaration; this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. §§ 109 and 1501; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P), venue being proper before this Court pursuant to 28 U.S.C. § 1410; appropriate, sufficient and timely notice of the Motion and the hearing thereon having been given pursuant to Bankruptcy Rules 1011(b) and

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: IMV Inc. (6691), IMV USA Inc. (4181) ("IMV USA"), and Luminaoacme Technologies Inc. (6722) ("LUM"). The location of the Debtors' headquarters and the Debtors' foreign representative is: 130 Fifteen Shubbs Avenue, Suite 19, Dartmouth, Nova Scotia B3B 2C5.

² Capitalized terms used by not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2002(q) and Local Rule 9013-1(m); and upon the record established at such hearing; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors; it appearing that the relief requested in the Motion is necessary and beneficial to the Debtors; and no objections or other responses having been filed that have not been overruled, withdrawn or otherwise resolved; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. There is a substantial likelihood that the Foreign Representative will successfully demonstrate that the Canadian Proceeding constitute a "foreign main proceeding" as defined in section 1502(4) of the Bankruptcy Code and that the Court will determine that the additional relief sought herein, including the relief under sections 362, 364 and 365, is necessary to effectuate the purpose of chapter 15 and the assets of the Debtors and the interests of creditors as contemplated by section 1521 of the Bankruptcy Code.

C. The commencement or continuation of any action or proceeding in the United States against the Debtors should be enjoined pursuant to sections 105(a) and 1519 of the Bankruptcy Code to permit the expeditious and economical administration of the Canadian Proceeding, and such relief will either (a) not cause an undue hardship to other parties in interest or (b) any hardship to parties is outweighed by the benefits of the relief requested.

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in section 1502(4) of the Bankruptcy Code and the Foreign Representative as a "foreign representative" as defined in section 101(24) of the Bankruptcy Code (unless otherwise extended pursuant to section 1519(b) of the Bankruptcy Code), with respect to the Debtors:

- a. the Foreign Representative shall be the representative of the Debtors with full authority to administer the Debtors' assets and affairs in the United States;
- b. section 361 of the Bankruptcy Code shall apply with respect to each of the Debtors and the property of each of the Debtors that is within the territorial jurisdiction of the United States;
- c. section 362 of the Bankruptcy Code shall apply with respect to each of the Debtors and the property of each of the Debtors that is within the territorial jurisdiction of the United States. For the avoidance of doubt and without limiting the generality of the foregoing, this Order shall impose a stay within the territorial jurisdiction of the United States of:
 - i. the commencement or continuation, including the issuance or employment of process of, any judicial, administrative or any other action or proceeding involving or against the Debtors or their assets or proceeds thereof, or to recover a claim or enforce any judicial, quasi-judicial, regulatory, administrative or other judgment, assessment, order, lien or arbitration award against the Debtors or their assets or proceeds thereof, or to exercise any control over the Debtors' assets, located in the United States except as authorized by the Debtors in writing;
 - ii. the creation, perfection, seizure, attachment, enforcement, or execution of liens or judgments against the Debtors' property in the United States or from transferring, encumbering or otherwise disposing of or interfering with the Debtors' assets or agreements in the United States without the express consent of the Foreign Representative;
 - iii. any act to collect, assess, or recover a claim against any of the Debtors that arose before the CCAA Petition Date; and
 - iv. the setoff of any debt owing to any of the Debtors that arose before the CCAA Petition Date against any claim against the Debtors.
- d. section 364 of the Bankruptcy Code shall apply with respect to each of the Debtors and the property of each of the Debtors that is within the territorial

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D. Consistent with findings by the Canadian Court and relief granted under the Amended and Restated Initial Order, unless a preliminary injunction is issued with respect to the Debtors, and to the same extent provided in the Amended and Restated Initial Order, there is a material risk that the Debtors' creditors or other parties-in-interest in the United States could use the Canadian Proceeding and these chapter 15 cases as a pretext to exercise certain remedies or to terminate executory contracts with respect to the Debtors.

E. Such acts could (a) interfere with the jurisdictional mandate of this Court under chapter 15 of the Bankruptcy Code, (b) interfere with and cause harm to the Debtors' efforts to administer the Canadian Proceeding, (c) interfere with the Debtors' operations, and (d) undermine the Debtors' efforts to achieve an equitable result for the benefit of all of the Debtors' creditors. Accordingly, there is a material risk that the Debtors may suffer immediate and irreparable injury, and it is therefore necessary that the Court enter this Order.

F. The Foreign Representative has demonstrated that, in the interest of comity, the purpose of chapter 15 is carried out by granting recognition and giving effect to the Amended and Restated Initial Order.

G. The interest of the public will be served by this Court's entry of this Order.

H. The Foreign Representatives and the Debtors are entitled to the full protections and rights available pursuant to section 1519(a)(1)-(3) of the Bankruptcy Code.

BASED ON THE FOREGOING FINDINGS OF FACT AND AFTER DUE DELIBERATION AND SUFFICIENT CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED THAT:

1. Beginning on the Petition Date and continuing until the date of the entry of an order of this Court recognizing the Canadian Proceeding as a "foreign main proceeding" as defined

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jurisdiction of the United States. For the avoidance of doubt and without limiting the generality of the foregoing, this Order shall grant liens and security interests in the Debtors' property located within the territorial jurisdiction of the United States pursuant to section 364(d)(1) of the Bankruptcy Code in respect of, and in accordance with, the Administration Charge and the Directors' Charge, each as set out in the Amended and Restated Initial Order.

- f. for counterparties to certain of the Debtors' executory contracts and unexpired leases section 365(e) of the Bankruptcy Code shall apply with respect to each of the Debtors and the property of each of the Debtors;
- g. the Foreign Representative shall have the rights and protections to which the Foreign Representative is entitled under chapter 15 of the Bankruptcy Code, including, but not limited to, the protections limiting the jurisdiction of United States Courts over the Foreign Representative in accordance with section 1510 of the Bankruptcy Code and the granting of additional relief in accordance with sections 1519(a)(3) and 1521 of the Bankruptcy Code;
- h. notwithstanding any provision in the Bankruptcy Rules to the contrary, (i) this Order shall be effective immediately and enforceable upon entry, (ii) the Foreign Representative is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order, and (iii) the Foreign Representative is authorized and empowered, and may, in his discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of the Provisional Relief Order.

2. The Foreign Representative, in connection with its appointment as the "foreign representative" in these cases, and the Debtors, is hereby granted the full protections and rights available pursuant to section 1519(a)(1)-(3) of the Bankruptcy Code.

3. Pursuant to section 1519 of the Bankruptcy Code, to the extent authorized under the Amended and Restated Initial Order, the Court grants, on a provisional basis, the Administration Charge and the Directors' Charge on all the Debtors' property located in the territorial jurisdiction of the United States in the same priority granted in the Canadian Proceeding.

4. The Amended and Restated Initial Order (as entered by the Canadian Court), attached hereto Exhibit E, is hereby given full force and effect on a provisional basis with respect to the Debtors and their property located in the territorial jurisdiction of the United States, excluding

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the SISP Provisions, the KERP Provisions, and the KERP Charge Provisions, but including, without limitation: (a) the stay of all Proceedings and remedies taken or that might be taken in respect of the Debtors or any of their Property and in respect of the Directors and Officers, as set out in the Stay Provisions; (b) the appointment of the Monitor; (c) confirmation of the validity and enforceability of the Administration Charge and the Directors' Charge on the Debtors' property located in the territorial jurisdiction of the United States; *provided, however*, that recognition of the validity and enforceability of the KERP Charge is not being sought on a provisional basis; (d) the stay and suspension of rights and remedies, including those that would be deemed to occur upon the filing of the Canadian Proceeding by the Debtors, against the Debtors or affecting their Business or Property, as set out in the No Default Provisions (e) the prohibition of parties from discontinuing, failing to renew per the same terms and conditions, failing to honor, alter, interfere with, repudiate, terminate, or cease to perform any right in favor of or held by the Debtors, as set out in the Continuation Provisions; (f) the prohibition of parties with written or oral agreements with the Debtors for the supply of good or services from discontinuing, failing to renew per the same terms and conditions, altering, interfering with, or terminating the supply of such goods or services as may be required by the Debtors, as set out in the Continuation Provisions; and (g) the ability of the Debtors, with approval of the Monitor, to pay certain amounts owed to third parties on account of goods or services provided to the Debtors prior to the date of the Initial Order, as set out in the Critical Vendor Provision.

5. This Order shall be sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of the liens granted in the Canadian Proceeding as they apply to the Debtors and their property located in the territorial jurisdiction of the United States in respect of the Administration Charge and the Directors' Charge without the necessity of filing or

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recording this Order or any financing statement, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction.

6. Pursuant to Bankruptcy Rule 7065, the security provisions of Rule 65(c) of the Federal Rules of Civil Procedure are waived.

7. Service in accordance with the procedures set forth in the *Motion for Order (A) Scheduling Hearing on Recognition of Chapter 15 Petitions and (B) Specifying Form and Manner of Service of Notice* shall be deemed good and sufficient service and adequate notice for all purposes. The Foreign Representative, the Debtors, and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or Local Rules.

8. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. This Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any requests for additional relief or any adversary proceeding brought in and through these chapter 15 cases, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

Dated: May 04, 2023
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

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EXHIBIT 1

Amended and Restated Initial Order

[This document is attached to the Chapter 15 Petition of IMV Inc.]