PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7666659

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the THE ASSIGNORS previously recorded on Reel 061315 Frame 0428. Assignor(s) hereby confirms the THE ASSIGNOR ANTIBE HOLDINGS INC. IS MISSING.

CONVEYING PARTY DATA

Name	Execution Date
2831094 ONTARIO INC.	06/02/2021
ANTIBE HOLDINGS INC.	05/28/2021

RECEIVING PARTY DATA

Name:	ANTIBE AMALCO INC.
Street Address:	15 PRINCE ARTHUR AVENUE
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5R 1B2

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7741359
Patent Number:	8541398

CORRESPONDENCE DATA

Fax Number: (416)361-1398

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4163647311
Email: ltaggart@bereskinparr.com
Correspondent Name: BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.
Address Line 1: 40 KING STREET WEST
Address Line 2: 40TH FLOOR
Address Line 4: TORONTO, CANADA M5H 3Y2

ATTORNEY DOCKET NUMBER:	16339-P53336US00/US01
NAME OF SUBMITTER:	PATRICIA FOLKINS
SIGNATURE:	/Patricia Folkins/
DATE SIGNED:	11/29/2022

Total Attachments: 22
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/02/2021

CONVEYING PARTY DATA

Name	Execution Date
2831094 ONTARIO INC.	06/02/2021

ADD

ANTIBE HOLDINGS INC. 05/28/2021

RECEIVING PARTY DATA

Name:	ANTIBE AMALCO INC.
Street Address:	15 PRINCE ARTHUR AVENUE
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5R 1B2

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7741359
Patent Number:	8541398

CORRESPONDENCE DATA

Fax Number: (416)368-1398
Phone: 4163647311
Email: ltaggart@bereskinparr.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.
Address Line 1: 40 KING STREET WEST
Address Line 2: 40TH FLOOR
Address Line 4: TORONTO, CANADA M5H 3Y2

ATTORNEY DOCKET NUMBER:	16339-P53336US00/US01
NAME OF SUBMITTER:	PATRICIA FOLKINS
Signature:	/Patricia Folkins/
Date:	08/25/2022

Total Attachments: 20
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RECEIPT INFORMATION

EPAS ID:	PAT7504099
Receipt Date:	08/25/2022

For Ministry Use Only
A l'usage exclusif du ministère

Ministry of Government and Consumer Services
Ministère des Services gouvernementaux et des Services aux consommateurs

Ontario

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

JUNE 02 JUIN, 2021

Director / Directrice
Business Corporations Act / Loi sur les sociétés par actions

Ontario Corporation Number
Numéro de la société en Ontario

5050332

Form 4
Business Corporations Act

Formule 4
Loi sur les sociétés par actions

ARTICLES OF AMALGAMATION
STATUTS DE FUSION

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT) :

ANTIBE AMALCO INC.

2. The address of the registered office is:
Adresse du siège social :

15 Prince Arthur Avenue

Street & Number or R.R. Number & if Multi-Office Building give Room No. /
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un edifice à bureaux, numéro du bureau

Toronto ONTARIO M5R 1B2

Name of Municipality or Post Office /
Nom de la municipalité ou du bureau de poste
Postal Code/Code postal

3. Number of directors is:
Nombre d'administrateurs :

Fixed number / Nombre fixe:

OR minimum and maximum / OU minimum et maximum: 1 10

4. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Scott Curtis	280 Beech Avenue Toronto, ON M4E 3J2	Yes

5. Method of amalgamation, check A or B
Méthode choisie pour la fusion – Cocher A ou B :

A - **Amalgamation Agreement / Convention de fusion :**

☒ The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - **Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :**

☐ The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation Year / année, Month / mois, Day / jour
Antibe Holdings Inc.	001805366	2021/05/28
2831094 Ontario Inc.	002831094	2021/06/02

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None.

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Corporation is authorized to issue:

1. An unlimited number of Class "A" Common Shares; and
2. An unlimited number of Class "B" Common Shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

See Page 4A incorporated into this form.

THE CLASSES AND MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE SHALL BE AS FOLLOWS:

(A) An unlimited number of **Class "A" Common Shares**, which Shares shall carry and be subject to the following rights, privileges, restrictions and conditions:

(i) Vote: The holders of Class "A" Common Shares shall be entitled to receive notice of and to vote at every meeting of the Shareholders of the Corporation, each share to carry one vote.

(ii) Dividend: The holders of Class "A" Common Shares shall be entitled to receive such dividends as the Directors may, from time to time, by resolution declare for the benefit of the Class "A" Common Shares. Such dividends shall be payable from the date, at the time and in the manner determined by the Directors, provided that no dividends may be declared or paid to the holders of the Class "A" Common Shares unless the same dividend is declared and paid to the holders of the Class "B" Common Shares.

(iii) Distribution: The holders of the Class "A" Common Shares shall share equally in the assets of the Corporation remaining upon the liquidation or winding-up of the Corporation with the holders of the Class "B" Common Shares on a share for share basis after the creditors of the Corporation have been satisfied.

(B) An unlimited number of **Class "B" Common Shares**, which Shares shall carry and be subject to the following rights, privileges, restrictions and conditions:

(i) Vote: The holders of Class "B" Common Shares shall be entitled to receive notice of and to vote at every meeting of the Shareholders of the Corporation, each share to carry three votes.

(ii) Dividend: The holders of Class "B" Common Shares shall be entitled to receive such dividends as the Directors may, from time to time, by resolution declare for the benefit of the Class "B" Common Shares. Such dividends shall be payable from the date, at the time and in the manner determined by the Directors, provided that no dividends may be declared or paid to the holders of the Class "B" Common Shares unless that same dividend is declared and paid to the holders of the Class "A" Common Shares.

(iii) Distribution: The holders of the Class "B" Common Shares shall share equally in the assets of the Corporation remaining upon the liquidation or winding-up of the Corporation with the holders of the Class "A" Common Shares on a share for share basis after the creditors of the Corporation have been satisfied.

(iv) Conversion: Upon a decision of the Board of Directors, by resolution in writing, to make a public offering of shares in the Corporation, all issued and outstanding Class "B" Common Shares of the Corporation shall be converted into an equal number of Class "A" Common Shares, on a share for share basis.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

The right to transfer securities, other than non-convertible debt securities, of the Corporation shall be restricted in that no security holder shall be entitled to transfer any such securities of the Corporation without either:

(a) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or

(b) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

See Page 5A incorporated into this form.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

10. Other Provisions, (if any)

Without in any way restricting the powers conferred upon the Corporation or its board of directors by the OBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

(i) borrow money upon the credit of the Corporation;

(ii) issue, re-issue, sell or pledge debt obligations of the Corporation;

(iii) subject to the provisions of the OBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and

(iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

Antibe Holdings Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	Alain Wilson Print name of signatory / Nom du signataire en lettres moulées	Chief Financial Officer Description of Office / Fonction

2831094 Ontario Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	Scott Curtis Print name of signatory / Nom du signataire en lettres moulées	President Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

ARTICLES OF AMALGAMATION

SCHEDULE "A"

[see attached]

STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO SUBSECTION 178(2) OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)

I, Scott Curtis, of the City of Toronto, Province of Ontario, hereby certify and state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act*.

2. I am an officer of 2831094 Ontario Inc. (the "**Amalgamating Corporation**"), which is amalgamating with Antibe Holdings Inc. (the "**Amalgamation**") to continue as Antibe Amalco Inc. (the "**Amalgamated Corporation**") and as such have knowledge of the Amalgamating Corporation's affairs.

3. I have conducted such examination of the books and records of the Amalgamating Corporation as are necessary to enable me to make the statements hereinafter set forth.

4. There are reasonable grounds for believing that:

   (i) the Amalgamating Corporation is and the Amalgamated Corporation will be able to pay its liabilities as they become due; and

   (ii) the realizable value of the assets of the Amalgamated Corporation will not be less than the aggregate of its liabilities and stated capital of all classes.

5. There are reasonable grounds for believing that no creditor of the Amalgamating Corporation will be prejudiced by the amalgamation.

DATED as of the 2nd day of June, 2021.

Scott Curtis
2831094 Ontario Inc.

{5833994.1

STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO SUBSECTION 178(2) OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)

I, Alain Wilson, of the City of Toronto, Province of Ontario, hereby certify and state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act*.

2. I am an officer of Antibe Holdings Inc. (the "**Amalgamating Corporation**"), which is amalgamating with 2831094 Ontario Inc. (the "**Amalgamation**") to continue as Antibe Amalco Inc. (the "**Amalgamated Corporation**") and as such have knowledge of the Amalgamating Corporations affairs.

3. I have conducted such examination of the books and records of the Amalgamating Corporation as are necessary to enable me to make the statements hereinafter set forth.

4. There are reasonable grounds for believing that:

   (i) the Amalgamating Corporation is and the Amalgamated Corporation will be able to pay its liabilities as they become due; and

   (ii) the realizable value of the assets of the Amalgamated Corporation will not be less than the aggregate of its liabilities and stated capital of all classes.

5. There are reasonable grounds for believing that no creditor of the Amalgamating Corporation will be prejudiced by the amalgamation.

DATED as of the 2nd day of June, 2021.

Alain Wilson
Antibe Holdings Inc.

15833996.1

ARTICLES OF AMALGAMATION

SCHEDULE "B"

[Amalgamation Agreement - See attached]

Amalgamation Agreement

THIS AGREEMENT made as of the 2nd day of June, 2021.

B E T W E E N:

2831094 ONTARIO INC.
existing under the *Business Corporations Act* (Ontario)

(hereinafter referred to as "**Subco**")

- and -

ANTIBE HOLDINGS INC.
continued and existing under the *Business Corporations Act* (Ontario)

(hereinafter referred to as "**Holdings**")

WHEREAS:

A. The parties hereto have entered into a business combination agreement with Antibe Therapeutics Inc. ("**Therapeutics**") dated as of May 6, 2021 pursuant to which the parties thereto have agreed that the business and assets of Holdings will be combined with those of Subco (the "**Business Combination Agreement**").

B. The authorized capital of Subco consists of an unlimited number of common shares of which 100 are issued and outstanding as fully paid and non-assessable.

C. The authorized capital of Holdings consists of an unlimited number of Class A Shares (as hereinafter defined) and an unlimited number of Class B Shares (as hereinafter defined) of which 5,210,124 Class A Shares and 17,346,650 Class B Shares are issued and outstanding as fully paid and non-assessable.

D. Subco and Holdings have agreed to amalgamate under the OBCA (as hereinafter defined) upon the terms and conditions hereinafter set out;

E. Effective upon the Amalgamation (as hereinafter defined), Therapeutics shall issue to each Holdings Shareholder (as hereinafter defined) 0.2581 of one Therapeutics Share (as hereinafter defined) for each one Holdings Common Share (as hereinafter defined), subject to adjustment as provided herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto do hereby agree as follows:

1. Interpretation

In this Agreement including the recitals:

"**Agreement**" means this amalgamation agreement, as it may be amended or supplemented at any time and from time to time after the date hereof;

"**Amalco**" means the corporation resulting from the amalgamation of Subco and Holdings pursuant to the Amalgamation;

"**Amalco Shares**" means the common shares in the capital of Amalco;

"**Amalgamating Corporation**" means each of Subco and Holdings and "**Amalgamating Corporations**" means both of them;

"**Amalgamation**" means the amalgamation of the Amalgamating Corporations under Section 174 of the OBCA on the terms and subject to the conditions set out in this Agreement;

"**Business Combination**" means the business combination among Therapeutics, Subco and Holdings pursuant to which Holdings Shareholders will receive Therapeutics Shares on the basis of 0.2581 Therapeutics Share for each one Holdings Common Share held and Therapeutics will become the parent company of Amalco;

"**Business Combination Agreement**" has the meaning ascribed thereto in the preamble to this Agreement;

"**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Director in respect of the Amalgamation;

"**Class A Shares**" means the Class A common shares in the capital of Holdings;

"**Class B Shares**" means the Class B common shares in the capital of Holdings;

"**Holdings Common Shares**" means, collectively, the Class A Shares and the Class B Shares;

"**Holdings Shareholder**" means a registered holder of Holdings Common Shares, from time to time, and "**Holdings Shareholders**" means all of such holders;

"**Director**" means the director appointed under Section 278 of the OBCA;

"**Effective Date**" means the date shown on the Certificate of Amalgamation;

"**Effective Time**" has the meaning ascribed to it in Section 9;

"**Government Authority**" means and includes, without limitation, any foreign, national, provincial, local or state government, or political subdivision of any government, judicial, public or statutory instrumentality, court, tribunal, commission, board, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the TSX;

"**ITA**" means the *Income Tax Act* (Canada), as amended, and all regulations thereunder;

"**OBCA**" means the *Business Corporations Act* (Ontario), as amended from time to time;

"**Parties**" means Subco and Holdings;

"**Person**" includes any individual, sole proprietorship, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, union, Government Authority, syndicate or other entity, whether or not having legal status;

"**Therapeutics Shares**" means common shares in the capital of Therapeutics;

"**Subco Shares**" means common shares in the capital of Subco;

"**Transfer Agent**" means the registrar and transfer agent of Therapeutics; and

"**TSX**" means the Toronto Stock Exchange.

2. Paramountcy

In the event of any conflict between the provisions of this Agreement and the provisions of the Business Combination Agreement, the provisions of the Business Combination Agreement shall prevail.

3. Agreement to Amalgamate

Each of the Parties hereby agrees to the Amalgamation. The Amalgamating Corporations shall amalgamate to create Amalco on the terms and conditions set out in this Agreement.

4. Amalgamation

The Parties shall cause the Articles of Amalgamation to be filed pursuant to the OBCA to effect the Amalgamation. Under the Amalgamation at the Effective Time:

(a) Subco and Holdings will amalgamate and continue as Amalco with the name "Antibe Amalco Inc.";

(b) each holder of Holdings Common Shares (other than dissenting Holdings Shareholders who do not cancel their Holdings Common Shares in consideration of obtaining Therapeutics Shares on the Amalgamation) shall receive 0.2581 of one fully paid and non-assessable Therapeutics Share for each Holdings Common Share held (the "**Exchange Ratio**"), subject to adjustment as provided in Section 7, following which all such Holdings Common Shares shall be cancelled;

(c) Therapeutics shall receive one fully paid and non-assessable Amalco Share for each one Subco Share held by Therapeutics, following which all such Subco Shares shall be cancelled;

(d) in consideration of the issuance of Therapeutics Shares in Section 4(b), Amalco shall issue to Therapeutics one Amalco Share for each Therapeutics Share issued;

(e) the Therapeutics Shares shall be issued fully paid in consideration of the cancellation of the Holdings Common Shares immediately prior to the Effective Time, excluding any Holdings Common Shares held by dissenting Holdings Common Shareholders who do not cancel their Holdings Common Shares in consideration of obtaining Therapeutics Shares in the Amalgamation;

(f) Amalco shall add to the stated capital maintained in respect of the Amalco Shares an amount such that the stated capital of the Amalco Shares shall be equal to the aggregate paid-up capital for purposes of the ITA of the Subco Shares and Holdings Common Shares immediately prior to the Effective Time;

(g) Therapeutics shall be entitled to deduct and withhold from any consideration otherwise payable to any holder of Holdings Common Shares, such amounts as it determines are required or permitted to be deducted and withheld with respect to such payment under the ITA or any provision of provincial, state, local or foreign tax law, in each case as amended; to the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the Holdings Common Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority; and

(h) Amalco will become a wholly-owned subsidiary of Therapeutics.

5. Delivery of Securities Following Amalgamation

In accordance with normal commercial practice, as soon as practicable following the Effective Date, Therapeutics, directly or through the Transfer Agent, shall issue direct registration advices or certificates representing the appropriate number of Therapeutics Shares to the former holders of Holdings Common Shares.

6. Effect of Amalgamation

(a) The Amalgamating Corporations shall be amalgamated and continue as one corporation under the terms and conditions prescribed in this Agreement.

(b) The Amalgamating Corporations shall cease to exist as entities separate from Amalco.

(c) Amalco shall possess all the property, rights, privileges and franchises and shall be subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations.

(d) A conviction against, or ruling, order or judgment in favour or against an Amalgamating Corporation may be enforced by or against Amalco.

(e) The articles of amalgamation shall be deemed to be the articles of incorporation of Amalco.

(f) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the Amalgamation has become effective.

7. Fractional Shares

No fractional Therapeutics Shares shall be issued to holders of Holdings Common Shares; in lieu of any fractional entitlement, the number of Therapeutics Shares issued to each former holder of Holdings Common Shares shall be rounded up to the nearest whole Therapeutics Share in the event that the former holder of Holdings Common Shares is entitled to receive a fractional share representing 0.5 or more of a Therapeutics Share, or be rounded down to the nearest whole Therapeutics Share in the event that the former holder of Holdings Common Shares is entitled to receive a fractional share representing less than 0.5 of a Therapeutics Share.

8. Filing of Articles of Amalgamation

If this Agreement is adopted by each of the Amalgamating Corporations as required by the OBCA, the Amalgamating Corporations agree that they will, jointly and together, file with the Director, agreed upon Articles of Amalgamation in the form prescribed under the OBCA.

9. Effective Time

The Amalgamation shall take effect and go into operation at 12:01 a.m. on the Effective Date, if this Agreement has been adopted as required by law and all necessary filings have been made with the Director before that time, or at such later time, or time and date, as may be determined by the directors or by special resolutions of the Amalgamating Corporations when this Agreement shall have been adopted as required by law; provided, however, that if this Agreement is terminated under Section 19, the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Amalgamating Corporations.

10. Registered Office

The registered office of Amalco shall be in the City of Toronto in the Province of Ontario. The address of the first registered office of Amalco shall be: 15 Prince Arthur Avenue, Toronto, Ontario M5R 1B2.

11. Amalco Name

The name of Amalco shall be "Antibe Amalco Inc."

12. Articles and By-Laws

(a) The Articles of Amalgamation are deemed to be the articles of incorporation of Amalco and, except for the purposes of subsection 117 of the OBCA, the Certificate of Amalgamation is deemed to be the certificate of incorporation of Amalco.

(b) The by-laws of Amalco shall be the by-laws of Subco, a copy of which may be examined at the following address: 15 Prince Arthur Avenue, Toronto, Ontario M5R 1B2.

13. Activities

There will be no limitations on the activities of Amalco. The directors of Amalco shall be authorized to borrow money on the credit of Amalco.

14. Authorized Capital

The authorized capital of Amalco shall consist of an unlimited number of common shares without nominal or par value.

15. Number of Directors

The board of directors of Amalco shall consist of not less than one and not more than 10 directors, the exact number of which shall be determined by the directors from time to time.

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16. Initial Director

The first director of Amalco shall be the person whose name and residential address appears below:

Name	Residential Address
Scott Curtis	280 Beech Avenue, Toronto ON M4E 3J2

The above director will hold office from the Effective Date until the first annual meeting of shareholders of Amalco or until his successor is elected or appointed.

17. Transfer of Shares

The right to transfer of shares in the capital of Amalco shall be restricted in that no shareholder shall be entitled to transfer any share or shares unless its transfer complies with the restriction on the transfer of securities set out in section 18(b) hereof.

18. Special Provisions

Subject to the provisions of the OBCA, the following provisions shall apply to Amalco:

(a) Without in any way restricting the powers conferred upon Amalco or its board of directors by the OBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

(i) borrow money upon the credit of Amalco;

(ii) issue, re-issue, sell or pledge debt obligations of Amalco;

(iii) subject to the provisions of the OBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of Amalco to secure performance of an obligation of any person; and

(iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of Amalco owned or subsequently acquired, to secure any obligation of Amalco.

The board of directors may from time to time delegate to a director, a committee of directors or an officer of Amalco any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

(b) No securities of Amalco, other than non-convertible debt securities, shall be transferred without either:

(i) the approval of the directors of Amalco expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or

(ii) the approval of the holders of shares of Amalco carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

19. Terminations

This Agreement may be terminated by the board of directors of each of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the issuance of the Certificate of Amalgamation and following the termination of the Business Combination Agreement, without, except as provided in the Business Combination Agreement, any recourse by any Party hereto or any of their shareholders or other Persons.

20. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

21. Further Assurances

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

22. Time of the Essence

Time shall be of the essence of this Agreement.

23. Amendments

This Agreement may only be amended or otherwise modified by written agreement executed by the Parties.

24. Counterparts

This Agreement may be signed in counterparts (including counterparts by facsimile), and all such signed counterparts, when taken together, shall constitute one and the same agreement, effective on this date.

[The remainder of this page has been left intentionally blank. Signature page follows.]

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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

2831094 ONTARIO INC.

By: ______________________
Name: Scott Curtis
Title: President

ANTIBE HOLDINGS INC.

By: ______________________
Name: Alain Wilson
Title: Chief Financial Officer