









**MEETING IN SUCH MANNER AS SUCH NOMINEE IN HIS, HER OR ITS JUDGMENT MAY DETERMINE.** At the time of printing this Circular, management of the Corporation knows of no such amendments, variations or other matters to come before the Meeting.

### VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The authorized capital of the Corporation consists of an unlimited number of Common Shares. As at May 22, 2019, 244,303,657 Common Shares are issued and outstanding. Each Common Share entitles the holder thereof to one vote in respect of each matter to be voted upon at a meeting of shareholders.

The Corporation has fixed May 2, 2019 as the record date (the “**Record Date**”) for the purpose of determining shareholders entitled to receive the Notice of Meeting and to vote at the Meeting. In accordance with the provisions of the *Business Corporations Act* (Ontario) (the “**Act**”), the Corporation will prepare a list of holders of Common Shares at the close of business on the Record Date. Holders of Common Shares named in the list will be entitled to vote the Common Shares shown opposite their name on the list at the Meeting.

As at the date hereof, to the knowledge of the directors and executive officers of the Corporation, there is no person or corporation that beneficially owns, or controls or directs, directly or indirectly, voting securities of the Corporation carrying 10% or more of the voting rights attached to any class of outstanding voting securities of the Corporation.

### SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as at March 31, 2018 with respect to Common Shares that may be issued under the Corporation’s amended and restated stock option plan (the “**Stock Option Plan**”) and, as applicable, other equity compensation plans of the Corporation:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b) (\$)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	20,840,368	0.25	1,497,615
Equity compensation plans not approved by security holders	0	0	0
<b>Total</b>	20,840,368	0.25	1,497,615

### EXECUTIVE COMPENSATION

#### Compensation Discussion and Analysis

The purpose of this Compensation Discussion and Analysis (“**CD&A**”) is to provide information about the Corporation’s executive compensation philosophy, objectives, and processes and to discuss compensation decisions relating to certain of the Corporation’s senior officers, (“**EO**”) during the Corporation’s most recently completed financial year (“**2018 Financial Year**”). The EOs who are the focus of this CD&A and who appear in the executive compensation tables of this Circular are: Daniel Legault, Chief Executive Officer (CEO); John Wallace, Chief Science Officer (CSO); Alain Wilson, Chief Financial Officer (CFO); David Vaughan, Chief Development Officer (CDO); and Scott Curtis, VP, Corporate Development.

## Compensation Committee

To assist the board of directors (the “**Board**” or the “**Board of Directors**”) in fulfilling its oversight responsibilities with respect to human resources matters, the Board has established a compensation committee (the “**Compensation Committee**”). For the 2018 Financial Year, the Compensation Committee was comprised of 3 directors, namely Walt Macnee, Roderick Flower and Yung Wu, all of whom are considered to be independent within the meaning of section 1.4 of National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”).

The Board has a written charter for the Compensation Committee (the “**Compensation Committee Charter**”). Under the Compensation Committee Charter, the Compensation Committee’s primary function is to assist the Board in fulfilling its responsibilities relating to the compensation of the members of the Board of Directors and management by:

- (i) establishing the philosophy and objectives that will govern the Corporation’s compensation program;
- (ii) reviewing and recommending to the Board the compensation of directors, including meeting fees, option grants and other benefits conferred upon the members of the Board, to ensure that it adequately reflects the responsibilities and risks involved in being a director;
- (iii) dealing with the administration of the Corporation’s compensation plans, including the Stock Option Plan, equity based plans and any other incentive-compensation and/or equity-based plans or structures adopted by the Corporation from time-to-time;
- (iv) reviewing and approving corporate goals and objectives relevant to the compensation of the CEO, evaluating the CEO’s performance in light of those corporate goals and objectives, and making recommendations to the Board with respect to the CEO’s compensation level based on such evaluation;
- (v) reviewing and making recommendations to the Board with respect to the compensation of officers of the Corporation other than the CEO, including annual compensation and other benefits under compensation plans;
- (vi) establishing and periodically reviewing the Corporation’s policies in the area of management benefits and perquisites; and
- (vii) promoting clear and complete disclosure to the Corporation’s shareholders of material information regarding executive and director compensation.

## Compensation Committee Skills and Experience

As shown by the following summaries of their work experience and accomplishments, each member of the Compensation Committee has the relevant competence and skills to make informed decisions on the suitability of the Corporation’s compensation policies and practices. As well, the members’ diverse backgrounds bring to the Committee a wide variety of perspectives in executing the Corporation’s philosophy and objectives with respect to compensation.

*Walt Macnee*, BA, MBA: Mr. Macnee is the Vice Chairman of MasterCard Worldwide. Previously, Mr. Macnee served as President, International Markets of MasterCard Worldwide and President of MasterCard Canada Inc. and was executive Vice-President of the Canadian Imperial Bank of Commerce.

*Roderick Flower*, BSc, PhD, DSc: Dr. Flower is an Emeritus Professor of Pharmacology at St. Bartholomew’s and the Royal London School of Medicine and Dentistry at Queen Mary College, University of London. Dr. Flower was a co-founder of the William Harvey Research Institute, and directed the Institute from 2000-2004. Dr. Flower has also served as President of the British Pharmacology Society, and was a Fellow of the Royal Society, the Academy of Medical Sciences, the Society of Biology and the British Pharmacological Society.

*Yung Wu*, BSc: Mr. Wu is a serial founder and entrepreneur, technology innovator, private equity investor and Corporate Director. He is the Chief Executive Officer of MaRS Discovery District, a global innovation hub founded and located in Toronto. He has created, led, financed and directed companies spanning enterprise software, mobile technology, entertainment & media, financial services and oil & gas exploration. He has a bachelor’s degree in Computer Science, Economics and Mathematics from the University of Toronto, a graduate of the Entrepreneurial Masters Program at the Massachusetts Institute of Technology, a member of MENSA, the Young Presidents Organization (YPO) and the Institute of Corporate Directors (ICD.D).

## Compensation Process

The Compensation Committee relies on the knowledge and experience of the members of the Compensation Committee to set appropriate levels of compensation for senior officers. Neither the Corporation nor the Compensation Committee currently has, nor since the beginning of the Corporation's most recently completed financial year has had, any contractual arrangement with any executive compensation consultant who has a role in determining or recommending the amount or form of senior officer compensation.

The Compensation Committee reviews the various elements of the EOs' compensation in the context of the total compensation package (including salary, consulting fees, bonuses and awards under the Stock Option Plan) and recommends the EOs' compensation packages.

## Compensation Program

The Corporation is commercial-stage pharmaceutical company focused on pain, inflammation and regenerative medicine with an expectation that it will continue to generate net losses in the foreseeable future as the Corporation continues to advance its lead drug candidate, ATB-346, through the regulated clinical phases of its development program. As a result, the use of traditional performance standards, such as corporate profitability, is not considered by the Compensation Committee to be appropriate in the evaluation of corporate or EO performance. The compensation of senior officers is based, in substantial part, on trends in the pharmaceutical industry as well as achievement of the Corporation's business plans.

## *Performance and Compensation*

During the 2018 Financial Year the Compensation Committee established objectives for specific EOs on which to determine the appropriate time to begin vesting performance-based options (the "**Performance Options**") that were granted in March 2017. Vesting of the Performance Options is subject to the achievement of specific goals that were determined by the Board to reflect the successful execution of the Corporation's business plan and strategy.

## *Base Salaries and Consulting Fees*

The Corporation provides EOs with base salaries or consulting fees which represented the minimum compensation for services rendered during the 2018 Financial Year. EOs' base compensation depends on the scope of their experience, responsibilities, leadership skills, performance, length of service, general industry trends and practices, competitiveness, and the Corporation's existing financial resources. Base salaries and consulting fees are reviewed annually by the Compensation Committee.

The Corporation has written employment contracts with each of the EOs. In accordance with such agreements, the base compensation arrangement for each of the EOs is as follows:

<b>EO</b>	<b>Base Annual Compensation (\$)</b>
Daniel Legault	273,000
John Wallace	273,000
Alain Wilson	48,000 <sup>1</sup>
David Vaughan	201,600
Scott Curtis	95,000

<sup>1</sup> Mr. Wilson was retained as a part-time consultant on December 1<sup>st</sup>, 2015.

## *Bonus Payments*

The Corporation may make bonus payments to EOs for the purposes of recognizing outstanding individual performance and achievement. The Corporation believes that the payment of bonuses enables the Corporation to remain competitive from a total remuneration standpoint. As a result, the Compensation Committee has been provided with the responsibility of making

recommendations to the Board with respect to the payment of bonus awards when an EO demonstrates exceptional performance and when the Corporation is in the financial position to make such awards.

### *Stock Options*

The grant of options to purchase Common Shares pursuant to a stock option plan is an integral component of the compensation arrangements of the senior officers of the Corporation's Stock Option Plan. The Board believes that the grant of options to senior officers and Common Share ownership by such officers serves to motivate such officers to strive towards achievement of the Corporation's long-term strategic objectives, which will benefit all shareholders. Options are awarded to employees of the Corporation by the Board on the basis of the recommendation of the Compensation Committee. Decisions with respect to options granted are based upon the individual's level of responsibility and their contribution towards the Corporation's goals and objectives, and additionally may be awarded in recognition of the achievement of a particular goal or extraordinary service. The Board considers the overall number of options that are outstanding relative to the number of outstanding Common Shares in determining whether to make any new grants of options and the size of such grants.

As part of its agreement, the Corporation granted BND Projects Inc. the following options during the 2018 Financial Year to purchase Common Shares pursuant to the Stock Option Plan:

- October 20, 2017: 30,000 options; and
- February 27, 2018: 36,000 options.

On October 20, 2017, the Company also granted 7,500 options to a consultant.

Twenty-five percent of the above options vested on the grant date and  $\frac{1}{4}$  of the remaining options will vest on the first day of each of the subsequent 3 calendar quarters.

Since the 2018 AGM, no employees have left the Corporation or Citagenix Inc., a wholly-owned subsidiary of the Corporation. Any option granted pursuant to the Stock Option Plan, to the extent not validly exercised, will terminate ninety (90) days after the director or employee ceases to be an eligible person.

### Managing Compensation-Related Risk

Although the Corporation does not have a formal policy relating to the management of compensation-related risk, the Board and the Compensation Committee consider and assess, as necessary, risks relating to compensation prior to the entering into or amending of employment contracts with EOs and when setting the compensation of directors. The Board and the Compensation Committee believe that the Corporation's compensation policies and practices are appropriate for its industry and stage of business and that such policies and practices do not have associated with them any risks that are reasonably likely to have a material adverse effect on the Corporation or which would encourage an EO to take any inappropriate or excessive risks. The Compensation Committee will continue to review the Corporation's compensation policies, including its compensation-related risk profile, as necessary, to ensure its compensation policies and practices are not reasonably likely to have a material adverse effect on the Corporation or encourage an EO to take any inappropriate or excessive risks, and may consider adopting a formal policy in this regard in the future, if necessary.

### Restrictions on Financial Instruments

The Corporation does not have a policy that would prohibit an EO or director from purchasing financial instruments, including prepaid variable forward contracts, equity swaps, collars or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the EO or director. However, management is not aware of any EO or director purchasing such an instrument.

## Executive Compensation: Tables and Narrative

### EO Summary Compensation Table

The following table provides a summary of the compensation earned by the EOs for services rendered in all capacities during the financial years ended March 31, 2018 and 2017.

Name and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards <sup>∞</sup> (\$)	Non-equity incentive plan compensation (\$)		Pension Value (\$)	All other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term Incentive Plans			
Dan Legault, President and CEO	2018	273,000		-					273,000
	2017	273,000		85,649					358,649
John Wallace, CSO	2018	273,000		-					273,000
	2017	273,000		75,767					348,767
Alain Wilson, CFO	2018	48,000		-					48,000
	2017	48,000		19,765					67,765
David Vaughan, CDO	2018	201,600		-					201,600
	2017	201,600		19,765					221,365
Scott Curtis, VP	2018	95,000		-					95,000
	2017	95,000		26,354					121,354

<sup>∞</sup> Option-based awards are valued using a Black-Scholes-Merton valuation model and based on valuation assumptions relevant on the date the options are issued. Only those options that vest during the period are reported as option-based awards in that period.

### Incentive Plan Awards

The following table provides details regarding outstanding EO option and share-based awards, as applicable, as at March 31, 2018:

<i>Outstanding share-based awards and option-based awards</i>								
Name	Option grant date	Option-based Awards				Share-based Awards		
		Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Aggregate Value of vested unexercised in-the-money options (\$)	Number of shares or units that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Dan Legault	Jan 25, 2010	750,000	0.33	Jan 25, 2020	78,750	N/A	N/A	N/A
	Mar 4, 2014	140,000	0.66	Mar 4, 2024	-	N/A	N/A	N/A
	July 13, 2015	200,000	0.14	July 13, 2025	52,856	N/A	N/A	N/A
	Mar 9, 2016	2,450,000	0.145	Mar 9, 2026	518,075	N/A	N/A	N/A
	Mar 31, 2017	2,600,000	0.20	Mar 31, 2027	292,769	N/A	N/A	N/A
John Wallace	Jan 25, 2010	1,050,000	0.33	Jan 25, 2020	110,250	N/A	N/A	N/A

<b>Outstanding share-based awards and option-based awards</b>								
	<b>Option-based Awards</b>					<b>Share-based Awards</b>		
<b>Name</b>	<b>Option grant date</b>	<b>Number of securities underlying unexercised options (#)</b>	<b>Option exercise price (\$)</b>	<b>Option expiration date</b>	<b>Aggregate Value of vested unexercised in-the-money options (\$)</b>	<b>Number of shares or units that have not vested (#)</b>	<b>Market or payout value of share-based awards that have not vested (\$)</b>	<b>Market or payout value of vested share-based awards not paid out or distributed (\$)</b>
	Mar 4, 2014	140,000	0.66	Mar 4, 2024	-	N/A	N/A	N/A
	July 13, 2015	200,000	0.14	July 13, 2025	52,856	N/A	N/A	N/A
	Mar 9, 2016	2,200,000	0.145	Mar 9, 2026	465,206	N/A	N/A	N/A
	Mar 31, 2017	2,300,000	0.20	Mar 31, 2027	258,988	N/A	N/A	N/A
Alain Wilson	Mar 9, 2016	300,000	0.145	Mar 9, 2026	63,438	N/A	N/A	N/A
	Mar 31, 2017	600,000	0.20	Mar 31, 2027	67,563	N/A	N/A	N/A
David Vaughan	Jan 25, 2010	150,000	0.33	Jan 25, 2020	15,750	N/A	N/A	N/A
	Mar 4, 2014	36,000	0.66	Mar 4, 2024	-	N/A	N/A	N/A
	July 13, 2015	150,000	0.14	July 13, 2025	39,641	N/A	N/A	N/A
	Mar 9, 2016	450,000	0.145	Mar 9, 2026	95,156	N/A	N/A	N/A
	Mar 31, 2017	300,000	0.20	Mar 31, 2027	33,781	N/A	N/A	N/A
Scott Curtis	Mar 9, 2016	450,000	0.145	Mar 9, 2026	95,156	N/A	N/A	N/A
	Mar 31, 2017	400,000	0.20	Mar 31, 2027	45,041	N/A	N/A	N/A

The following table provides details regarding outstanding EO option-based awards, share-based awards and non-equity incentive plan compensation, as applicable, which vested and/or were earned during the 2018 Financial Year:

<b>Incentive plan awards - value vested or earned during the year</b>		
<b>Name</b>	<b>Option-based awards - Value vested during the year (\$)</b>	<b>Share-based awards - Value vested during the year (\$)</b>
Daniel Legault	198,283	N/A
John Wallace	179,042	N/A
Alain Wilson	33,568	N/A
David Vaughan	44,753	N/A
Scott Curtis	45,986	N/A

#### Termination and Change of Control

Other than as described below, there are no agreements, compensation plans, contracts or arrangements whereby an EO is entitled to receive payments from the Corporation in the event of the resignation, retirement or other termination of the EO's employment with the Corporation, change of control of the Corporation or a change in the EO's responsibilities following a change in control.

*(i) CEO Agreements*

***Daniel Legault***

Effective September 1, 2013, the Corporation and Mr. Legault entered into an employment agreement pursuant to which Mr. Legault is employed as the Chief Executive Officer of the Corporation (“**CEO Employment Agreement**”) at an annual salary of \$260,000. Pursuant to the terms of the CEO Employment Agreement contemplating periodic adjustments by the Board of Directors, Mr. Legault’s annual salary was increased to \$273,000 effective March 15, 2014.

The CEO Employment Agreement is for an indefinite term, subject to termination upon: (a) Mr. Legault’s death; (b) Mr. Legault’s inability to perform essential duties in his employment as Chief Executive Officer of the Corporation for a period in excess of twenty-four (24) months in which case such termination will occur automatically; (c) termination by the Corporation for just cause, in which case such termination will occur automatically; (d) termination by Mr. Legault on one month written notice to the Corporation; (e) termination by the Corporation without cause, at any time and for any reason; or (f) termination by Mr. Legault for good cause.

If the CEO Employment Agreement is terminated by Mr. Legault in accordance with item (d) above, the Corporation may waive its right to receive notice and require Mr. Legault’s immediate resignation in exchange for pay in lieu of notice.

If the CEO Employment Agreement is terminated by the Corporation in accordance with item (e) above or by Mr. Legault in accordance with item (f) above, the Corporation shall make a payment to Mr. Legault equal to the greater of (i) an amount equal to Mr. Legault’s annual salary including typical bonus and then-current benefits, and (ii) applicable termination and severance pay calculated in accordance with the Ontario *Employment Standards Act, 2000* (“**ESA**”). Any payment by the Corporation under item (i) hereto in excess of the amounts calculated under item (ii) is conditional on Mr. Legault’s compliance with his obligations under the CEO Employment Agreement, including the confidentiality, non-competition contained therein. At the Corporation’s discretion, these payments may be structured as a salary continuance, a lump sum payment, or an equivalent combination thereof. The Corporation would be obliged to maintain Mr. Legault’s insurance benefits for a period of not less than that required by the ESA. If there is a change of control of the Corporation, and if the CEO Employment Agreement is terminated by the Corporation at any time within one (1) year following the change of control, or by Mr. Legault for good cause, Mr. Legault shall be entitled to severance payment equal twenty-four (24) months’ salary, payable in the same manner and subject to the same conditions as set out above.

Mr. Legault is employed by the Corporation pursuant to the CEO Agreement and approximately 90% of Mr. Legault’s working time is devoted to the Corporation pursuant to this Agreement. Mr. Legault has entered into a non-disclosure agreement with the Corporation, and the CEO Agreement contains a customary non-competition clause.

*(ii) CSO Agreements*

***John Wallace***

Effective March 1, 2014, the Corporation and Dr. Wallace entered into an employment agreement pursuant to which Dr. Wallace is employed as the Chief Scientific Officer of the Corporation (“**CSO Employment Agreement**”) at an annual salary of \$260,000. Pursuant to the terms of the CSO Employment Agreement contemplating periodic adjustments by the Board of Directors, Dr. Wallace’s annual salary was increased to \$273,000 effective March 15, 2014.

The CSO Employment Agreement is for an indefinite term, subject to termination upon: (a) Dr. Wallace’s death; (b) Dr. Wallace’s inability to perform essential duties in his employment as Chief Scientific Officer of the Corporation for a period in excess of twenty-four (24) months in which case such termination will occur automatically; (c) termination by the Corporation for just cause, in which case such termination will occur automatically; (d) termination by Dr. Wallace on one month written notice to the Corporation; (e) termination by the Corporation without cause, at any time and for any reason; or (f) termination by Dr. Wallace for good cause.

If the CSO Employment Agreement is terminated by Dr. Wallace in accordance with item (d) above, the Corporation may waive its right to receive notice and require Dr. Wallace’s immediate resignation in exchange for pay in lieu of notice.

If the CSO Employment Agreement is terminated by the Corporation in accordance with item (e) above or by Dr. Wallace in accordance with item (f) above, the Corporation shall make a payment to Dr. Wallace equal to the greater of (i) an amount equal to Dr. Wallace's annual salary, typical bonus and then-current benefits, and (ii) applicable termination and severance pay calculated in accordance with the ESA. Any payment by the Corporation under item (i) hereto in excess of the amounts calculated under item (ii) is conditional on Dr. Wallace's compliance with his obligations under the CSO Employment Agreement, including the confidentiality, non-competition contained therein. At the Corporation's discretion, these payments may be structured as a salary continuance, a lump sum payment, or an equivalent combination thereof. The Corporation would be obliged to maintain Dr. Wallace's insurance benefits for a period of not less than that required by the ESA. If there is a change of control of the Corporation, and if the CSO Employment Agreement is terminated by the Corporation at any time within one (1) year following the change of control, or by Dr. Wallace for good cause, Dr. Wallace shall be entitled to severance payment equal twenty-four (24) months' salary, payable in the same manner and subject to the same conditions as set out above.

Dr. Wallace is employed by the Corporation pursuant to the CSO Agreement and approximately 80% of Dr. Wallace's working time is devoted to the Corporation pursuant to this Agreement. Dr. Wallace has entered into a non-disclosure agreement with the Corporation, and the CSO Agreement contains a customary non-competition clause.

*(iii) CFO Employment Agreement*

***Alain Wilson***

The Corporation and Mr. Wilson have not entered into a written employment agreement. Instead, Mr. Wilson currently provides consulting services to the Corporation as Chief Financial Officer under a verbal agreement (the "**CFO Agreement**") pursuant to which Mr. Wilson invoices the Corporation \$4,000/month for services. The total annual consulting fee paid by the Corporation under the CFO Agreement is \$48,000.

*(iv) CDO Agreement*

***David Vaughan***

The Corporation and Dr. Vaughan have entered into a professional services agreement pursuant to which Dr. Vaughan is engaged to provide consulting services to the Corporation as Chief Development Officer (the "**CDO Agreement**") at an annual consulting fee of \$201,600.

The CDO Agreement is effective April 1, 2013 for an indefinite term subject to the Corporation's right to terminate the CDO Agreement by providing Dr. Vaughan with 3 months' notice. If Dr. Vaughan's engagement is terminated by the Corporation, Dr. Vaughan shall be entitled to receive, and the Corporation shall pay to Dr. Vaughan, an amount equal to ¼ of Dr. Vaughan's annual consulting fee.

Dr. Vaughan provides consulting services to the Corporation pursuant to the CDO Agreement, and approximately 80% of Dr. Vaughan's working time is devoted to the Corporation pursuant to this Agreement. Dr. Vaughan has entered into a non-disclosure agreement with the Corporation, and the CDO Agreement contains a customary non-competition clause.

*(v) Curtis Employment Agreement*

***Scott Curtis***

Effective January 1, 2016, the Corporation and Mr. Curtis entered into an employment agreement pursuant to which Mr. Curtis was employed as VP, Corporate Development of the Corporation ("**Curtis Employment Agreement**") at an annual salary of \$85,000. Pursuant to the terms of the Curtis Employment Agreement contemplating periodic adjustments by the Board of Directors, Mr. Curtis' salary was increased to \$95,000 on January 31, 2017.

The Curtis Employment Agreement is subject to termination upon: (a) Mr. Curtis' death; (b) Mr. Curtis' inability to perform essential duties in his employment for a period in excess of twenty-four (24) months in which case such termination will occur automatically; (c) termination by the Corporation for just cause, in which case such termination will occur automatically; (d)

termination by Mr. Curtis on one month written notice to the Corporation; (e) termination by the Corporation without cause, at any time and for any reason; or (f) termination by Mr. Curtis for good cause.

If the Curtis Employment Agreement is terminated by Mr. Curtis in accordance with item (d) above, the Corporation may waive its right to receive notice and require Mr. Curtis' immediate resignation in exchange for pay in lieu of notice.

If the Curtis Employment Agreement is terminated by the Corporation in accordance with item (e) above or by Mr. Curtis in accordance with item (f) above, the Corporation shall make a payment to Mr. Curtis equal to the greater of (i) an amount equal to one-quarter of Mr. Curtis' annual salary (if within the first year) or one-half of Mr. Curtis' annual salary (if after the first year), and (ii) applicable termination and severance pay calculated in accordance with the ESA. Any payment by the Corporation under item (i) hereto is conditional on Mr. Curtis' compliance with his obligations under the Curtis Employment Agreement, including the confidentiality, non-competition contained therein. At the Corporation's discretion, these payments may be structured as a salary continuance, a lump sum payment, or an equivalent combination thereof. The Corporation would be obliged to maintain Mr. Curtis' insurance benefits for a period of not less than that required by the ESA.

### **Director Compensation**

The Board has approved a cash compensation program for the Corporation's directors in the amount of \$15,000 per year. In addition, directors are reimbursed for all reasonable out-of-pocket expenses incurred in attending Board committee or shareholder meetings and otherwise incurred in carrying out their duties as directors of the Corporation. The Board approved the foregoing on August, 27, 2013, with an effective date of June 1, 2013. In the 2015, 2016, 2017 and 2018 financial years, the directors waived their cash compensation.

The Compensation Committee will review directors' compensation as needed, taking into account time commitment, risks, and responsibilities, to ensure that the amount of compensation adequately reflects the responsibilities and risks of being a director and make adjustments as deemed necessary.

Directors may also receive option grants as approved by the Board pursuant to the Stock Option Plan. The exercise price of such options is determined by the Board, but shall in no event be less than the market price of the Common Shares at the time of the grant of the options.

### Director Summary Compensation Table

The following compensation table sets out the total compensation paid to each of the Corporation's directors (who are not EOs) during the year ended March 31, 2018:

<b>Name</b>	<b>Year</b>	<b>Fees earned (\$)</b>	<b>Share-based awards (\$)</b>	<b>Option-based awards (\$)</b>	<b>Non-equity incentive plan compensation (\$)</b>	<b>All other Compensation (\$)</b>	<b>Total (\$)</b>
Walt Macnee	2018	-	-	-	-	-	-
Roderick Flower	2018	-	-	-	-	-	-
Amal Khouri <sup>1</sup>	2018	-	-	-	-	-	-
Samira Sakhia <sup>2</sup>	2018	-	-	-	-	-	-
Yung Wu	2018	-	-	-	-	-	-

<sup>1</sup> Effective March 19, 2018, Ms. Khouri became a director of the Corporation.

<sup>2</sup> Effective March 19, 2018, Ms. Sakhia ceased to be a director of the Corporation.

## Incentive Plan Awards

The following table provides details regarding the outstanding option and share-based awards, as applicable, held by directors (who are not EOs) as at March 31, 2018:

<b><i>Outstanding share-based awards and option-based awards</i></b>								
	<b>Option-based Awards</b>					<b>Share-based Awards</b>		
<b>Name</b>	<b>Option grant date</b>	<b>Number of securities underlying unexercised options (#)</b>	<b>Option exercise price (\$)</b>	<b>Option expiration date</b>	<b>Aggregate value of vested unexercised in-the-money options (\$)</b>	<b>Number of shares or units of shares that have not vested (#)</b>	<b>Market or payout value of share-based awards that have not vested (\$)</b>	<b>Market or payout value of vested share-based awards not paid out or distributed (\$)</b>
Walt Macnee	Oct 22, 2013	75,000	0.55	Oct 22, 2023	-	N/A	N/A	N/A
	Mar 9, 2016	250,000	0.145	Mar 9, 2026	52,862	N/A	N/A	N/A
	Mar 31, 2017	200,000	0.20	Mar 31, 2027	22,522	N/A	N/A	N/A
Roderick Flower	Jan 25, 2010	150,000	0.33	Oct 22, 2023	15,750	N/A	N/A	N/A
	Oct 22, 2013	75,000	0.55	Oct 22, 2023	-	N/A	N/A	N/A
	Mar 9, 2016	250,000	0.145	Mar 9, 2026	52,862	N/A	N/A	N/A
	Mar 31, 2017	200,000	0.20	Mar 31, 2027	22,522	N/A	N/A	N/A
Samira Sakhia <sup>1</sup>	May 12, 2014	75,000	0.54	May 9, 2024	-	N/A	N/A	N/A
	Jul 13, 2015	50,000	0.14	Jul 13, 2025	13,216	N/A	N/A	N/A
	Mar 9, 2016	250,000	0.145	Mar 9, 2026	52,862	N/A	N/A	N/A
	Mar 31, 2017	200,000	0.20	Mar 31, 2027	22,522	N/A	N/A	N/A
Yung Wu	Mar 31, 2017	200,000	0.20	Mar 31, 2027	22,522	N/A	N/A	N/A

<sup>1</sup> Effective March 19, 2018, Ms. Sakhia ceased to be a director of the Corporation.

The following table provides details regarding the outstanding option, share based awards, and non-equity incentive compensation, as applicable, which vested and/or were earned by directors (other than any EOs who are also directors) during the year ended March 31, 2018:

<b><i>Incentive plan awards - value vested or earned during the year</i></b>			
<b>Name</b>	<b>Option-based awards - Value vested during the year (\$)</b>	<b>Share-based awards - Value vested during the year (\$)</b>	<b>Non-equity incentive plan compensation - Value earned during the year (\$)</b>
Walt Macnee	23,607	N/A	N/A
Roderick Flower	23,607	N/A	N/A
Amal Khouri <sup>1</sup>	-	N/A	N/A
Samira Sakhia <sup>2</sup>	24,207	N/A	N/A
Yung Wu	17,465	N/A	N/A

<sup>1</sup> Effective March 19, 2018, Ms. Khouri became a director of the Corporation.

<sup>2</sup> Effective March 19, 2018, Ms. Sakhia ceased to be a director of the Corporation.

## DIRECTORS' AND OFFICERS' LIABILITY INSURANCE AND INDEMNIFICATION

The Corporation maintains directors' and officers' liability insurance (containing industry standard exclusions and deductibles) in order to protect the Corporation and its directors and officers against any legal action which may arise due to alleged wrongful acts on the part of directors and officers of the Corporation.

### STATEMENT OF CORPORATE GOVERNANCE

Corporate governance relates to the activities of an issuer's board of directors, the members of which are elected by and are accountable to the issuer's shareholders, and takes into account the role of the individual members of management who are appointed by such board of directors and who are charged with the day-to-day management of the issuer. The Board of Directors is committed to sound corporate governance practices that are both in the interests of its shareholders and contribute to effective and efficient decision-making. The Corporation believes that its corporate governance practices ensure that the business and affairs of the Corporation are effectively managed so as to enhance shareholder value. Set out below is a description of the corporate governance practices of the Corporation as required by National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("NI 58-101") concerning corporate governance disclosure.

Disclosure of Corporate Governance Practices

#### Board of Directors

Pursuant to NI 58-101, a director is independent if the director has no direct or indirect material relationship with the issuer that could, in the view of the issuer's board of directors, be reasonably expected to interfere with the exercise of a member's independent judgment. Certain directors are deemed to have a material relationship with the issuer by virtue of their position or relationship with the Corporation. In assessing whether a director is independent for these purposes, the circumstances of each director have been examined in relation to a number of factors.

The current Board is comprised of Walt Macnee (Chair), Roderick Flower, John Wallace, Amal Khouri, Yung Wu, and Dan Legault. The majority of the current Board is independent. The current independent directors are Walt Macnee, Amal Khouri, Roderick Flower and Yung Wu. John Wallace and Dan Legault are not considered independent directors as each of them presently is, or within the last three years has been, an executive officer of the Corporation. There are no other directorships held by the current directors in other public issuers.

The Board supervises the management of the business and affairs of the Corporation and is mandated to act with a view to the best interests of the Corporation. The Board holds regular meetings to review the business and affairs of the Corporation and to make any decisions relating thereto. The Board believes that it functions independently of management. Directors are required to disclose any conflicts of interest. Further, independent directors are empowered to convene meetings without non-independent directors and members of management in attendance, as appropriate. The ability to establish ad hoc committees comprised solely of independent directors provides the Board with the ability to meet independently of management whenever deemed necessary or appropriate and the chair of each such ad hoc committee provides the leadership for such committee.

The Board reviews its procedures on an ongoing basis to ensure that it can function independently of management. Currently, the Board is satisfied that it exercises its responsibilities for independent oversight of management.

#### Orientation and Education

The Corporation does not have a formal process of orientation and education for new directors; however, as part of its mandate under the Board Charter (as defined below), the Board is responsible for ensuring that new directors receive appropriate orientation and education. Accordingly, the Board, as a whole, ensures that there is a discussion of the business of the Corporation at all regular Board meetings, which provides new and existing directors an overview of the Corporation's operations. In addition, corporate officers and legal, financial and other experts are invited from time to time to attend Board meetings to describe matters in their areas of expertise, which assists in providing continuing education to the directors.

## Ethical Business Conduct

To date, the Board has not adopted a formal written Code of Business Conduct and Ethics. However, the current limited size of the Corporation's operations and the small number of officers and consultants allow the Board to monitor on an ongoing basis the activities of management and to ensure that the highest standard of ethical conduct is maintained. As the Corporation grows in size and scope, the Board anticipates that it will formulate and implement a formal Code of Business Conduct and Ethics.

## Nomination of Directors

Responsibility for identifying new candidates to join the Board belongs to the Board as a whole. In connection with the nomination or appointment of individuals as directors, the Board may consider the following factors among others: (i) the competencies and skills necessary for the Board as a whole to possess; (ii) the competencies and skills necessary for each director to possess; (iii) the competencies and skills that each new director nominee will bring to the Corporation; and (iv) whether or not each new director nominee can devote sufficient time and resources to his or her duties as a member of the Board.

The Board does not currently have a formal process in place for assessing the effectiveness of the Board as a whole, its committees or individual directors. However, such a process may be implemented in the future if deemed appropriate. Based on the Corporation's size, its stage of development and the number of individuals currently on the Board, the Board does not consider a formal assessment process to be necessary at this time.

## Board Committees

The Board currently has three (3) standing committees: the Audit Committee, the Compensation Committee and the Governance Committee.

### **THE AUDIT COMMITTEE**

NI 52-110 requires the Corporation to disclose annually in its information circular certain information concerning the constitution of the Audit Committee and its relationship with its independent auditor, as set forth below.

The Corporation is relying on Section 6.1 of NI 52-110 with respect to the exemption from Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110. The Audit Committee is governed by its charter. A copy of the text of the Audit Committee's charter, established in accordance with NI 52-110, is set out in Schedule A to this Circular.

The Audit Committee is currently comprised of Dan Legault, Amal Khouri, and Chair, Walt Macnee. Amal Khouri and Walt Macnee are independent members of the Audit Committee. Dan Legault is not considered independent as he is the Corporation's current CEO. All members of the Audit Committee are financially literate within the meaning of NI 52-110.

Each of the above-noted individuals has acted as a senior officer, director, or audit committee member of other public issuers or financially regulated corporations in the past and as such has obtained experience in performing responsibilities as a member of the Audit Committee. In such capacity, each of the above-noted individuals has experience in the preparation, analysis and/or evaluation of financial statements generally and an understanding of internal controls and procedures for financial reporting. Based on the foregoing, it is the Board's conclusion that each of the members of the Audit Committee has an understanding of the accounting principles used by the Corporation to prepare its financial statements, the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves and experience in evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Corporation's financial statements.

In the event that the Corporation wishes to retain the services of the Corporation's external auditors for tax compliance, tax advice, tax planning or other non-audit services, such services must be pre-approved by the Audit Committee.

## **Audit Fees**

The following chart summarizes the aggregate fees billed by the external auditors of the Corporation for professional services rendered to the Corporation during the financial years ended March 31, 2018 and March 31, 2017 for audit and non-audit related services:

Type of Work	Year Ended March 31, 2018 (\$)	Year Ended March 31, 2017 (\$)
Audit Fees <sup>(1)</sup>	366,272	218,224
Audit-Related Fees <sup>(2)</sup>	-	40,000
Tax Fees <sup>(3)</sup>	27,150	27,675
All Other Fees	-	-
<b>Total</b>	<b>393,422</b>	<b>285,899</b>

**Notes:**

- (1) Aggregate fees billed for the Corporation’s annual financial statements and services normally provided by the auditor in connection with the Corporation’s statutory and regulatory filings.
- (2) Aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Corporation’s financial statements and are not reported as “Audit Fees”. Fees for the year ended March 31, 2017, derive from the Corporation’s predecessor auditor and relate to the filing of the Corporation’s Short-Form Prospectus.
- (3) Aggregate fees billed for tax compliance, advice, planning and assistance with tax for specific transactions.

### **THE COMPENSATION COMMITTEE**

The Compensation Committee reviews and recommends to the Board the compensation of directors, including meeting fees, option grants and other benefits conferred upon Board members, to ensure that the compensation adequately reflects the responsibilities and risks involved in being a director of the Corporation.

The Compensation Committee reviews and approves corporate goals and objectives relevant to the compensation of the CEO, evaluates the CEO’s performance in light of such corporate goals and objectives, and makes recommendations to the Board with respect to the CEO’s compensation level based on such evaluation. The Compensation Committee also reviews and makes recommendations to the Board with respect to non-CEO officer compensation, including annual compensation and other benefits.

See “*Executive Compensation*” in this Circular for further information regarding the process for determining the compensation of certain executive officers and directors.

### **THE GOVERNANCE COMMITTEE**

The Corporate Governance Committee is responsible for developing the Corporation’s corporate governance policies and strategy, making recommendations to the Board regarding the Corporation’s approach to corporate governance, developing and recommending to the Board a set of corporate governance guidelines in light of applicable securities law and stock exchange requirements and periodically reviewing such guidelines and recommending any changes to the Board.

### **INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND EMPLOYEES**

As of the date hereof or at any time within thirty days prior to the date hereof, no executive officer, director, employee, or former executive officer, director or employee of the Corporation is or was indebted in respect of any purchase of securities or otherwise to the Corporation or to any other entity for which the indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation.

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS UNDER SECURITIES PURCHASE AND OTHER PROGRAMS

No person who is, or at any time during the most recently completed financial year was, a director or executive officer of the Corporation, a proposed nominee for election as a director of the Corporation, nor any associate of any such director, executive officer or proposed nominee, is, or at any time since the beginning of the most recently completed financial year has been, indebted to the Corporation, or indebted to another entity, which indebtedness is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation, in respect of any security purchase program or any other program.

### MANAGEMENT CONTRACTS

There are no management functions of the Corporation performed to any substantial degree other than by executive officers of the Corporation, as described herein.

### PARTICULARS OF MATTERS TO BE ACTED UPON

#### 1. Financial Statements

The shareholders in attendance will receive a copy of the Corporation's financial statements for the year ended March 31, 2018 and the auditors' report thereon. Receipt at the Meeting of the Corporation's financial statements and the auditors' report for its most recently completed financial year will not constitute approval or disapproval of any matters referred to therein.

#### 2. Appointment of Auditors

It is proposed that Ernst & Young LLP ("EY"), chartered professional accountants, the current auditors of the Corporation, be appointed as auditors of the Corporation at the Meeting. **Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote for the appointment of EY as the auditors of the Corporation to hold office until the next annual meeting of shareholders, at a remuneration to be fixed by the directors. EY has been the Corporation's auditors since January 18, 2017.**

#### 3. Election of Directors

The articles of incorporation of the Corporation provide for a minimum of three (3) and a maximum of seven (7) directors. The Board has been set at six (6) directors. Voting for the election of the directors of the Corporation will be conducted on an individual, and not slate, basis. Accordingly, shareholders can vote their Common Shares "for" the election of all six management nominees whose names are disclosed below (the "**Nominees**") as directors of the Corporation, or can vote "for" some of the Nominees for election as directors and "withhold" for others. If, at the Meeting, the number of persons nominated for election as directors exceeds the number fixed for such election, the persons with the most "for" votes will be elected. If the number of persons nominated for election as directors at the Meeting is the same as or less than the number of directors fixed, then the persons nominated will be elected as directors. Unless authority to do so is withheld, the persons named in the enclosed form of proxy intend to vote for the election of each of the Nominees.

Management does not contemplate that any of the Nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting or any adjournment thereof, it is intended that discretionary authority shall be exercised by the persons named in the enclosed form of proxy to vote the proxy for the election of any other person or persons in place of any Nominee or Nominees unable to serve. Each director elected will hold office until the close of business of the first annual meeting of shareholders of the Corporation following his or her election unless his office is earlier vacated in accordance with the Corporation's by-laws and the *Securities Act*, R.S.O. 1990, Chapter S.5. There are no directors of the Corporation presently in office whose term of office will continue after the date on which the Meeting is held. All six of the Nominees set forth below were elected as directors by a vote of shareholders of the Corporation at the Annual and Special Meeting held June 25, 2018, the notice of which was accompanied by an information circular.

At the Meeting, shareholders will be asked to elect six directors to the Board. The following table and notes thereto provide the names and province and country of residence of the Nominees, all positions and offices in the Corporation held by each of them,

the principal occupation or employment of each of them if different from their position in the Corporation, the year in which each was first elected or appointed a director of the Corporation and the approximate number of Common Shares that each has advised are beneficially owned or subject to their control or direction.

<b>Name, Residence and Position with Corporation</b>	<b>Present Principal Occupation, Business or Employment if Different from Position Held</b>	<b>Year Became Director</b>	<b>Number of Common Shares Owned Directly or Indirectly or Over Which Control or Discretion is Exercised <sup>1</sup></b>
John Wallace, Toronto, Ontario, Canada	CSO of Antibe Therapeutics Inc.	2009	901,770
Daniel Legault, Toronto, Ontario, Canada	President and CEO of Antibe Therapeutics Inc. (Member of the Audit and Governance Committees)	2009	561,666
Walt Macnee, Toronto, Ontario, Canada	Vice Chair, MasterCard Worldwide, a financial services company (Chair of the Board; Member of the Audit, Compensation (Chair), and Governance Committees)	2013	4,390,267
Roderick Flower, Bath, England	Pharmacologist and Emeritus Professor, St. Bartholomew's Hospital and The London School of Medicine and Dentistry (Member of the Compensation and Governance Committees (Chair))	2013	212,492
Yung Wu, Toronto, Ontario, Canada	Chief Executive Officer, MaRS Discovery District (Member of the Compensation Committee)	2016	3,400,000
Amal Khouri, Montreal, Quebec, Canada	VP, Business Development, Knight Therapeutics Inc., a specialty pharmaceutical company	2018	0

<sup>1</sup> Share ownership as of May 22, 2019.

#### Corporate Cease Trade Orders

No Nominee is, as at the date hereof, or has been within the ten years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Corporation) that, while that person was acting in that capacity, was subject to:

- (a) a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than thirty consecutive days; or
- (b) an event that resulted, after the Nominee ceased to be a director, chief executive officer or chief financial officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than thirty consecutive days.

#### Penalties or Sanctions

No Nominee or personal holding company of a Nominee is, or has been, subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding to vote for a Nominee.

#### Bankruptcies

Other than as set forth below, no Nominee or personal holding company of a Nominee, as applicable:

- (a) is, as at the date hereof, or has been within the ten years before the date hereof, a director or executive officer of any company (including the Corporation) that, while such person was acting in that capacity, or within a year of such person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (b) has, within the ten years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold his or such company's assets.

#### **4. Amendment to the Restricted Share Unit Plan – to Increase the Fixed Number of RSUs that may be Granted**

At the Corporation's annual and special meeting held on June 25, 2018, the shareholders of the Corporation approved the adoption of a "fixed number" restricted share unit plan (the "**RSU Plan**") whereby a maximum of 18,623,589 restricted share units (each, an "**RSU**") may be granted to directors, officers, employees and consultants of the Corporation and its affiliates (collectively, the "**RSU Participants**"). At the Meeting, disinterested shareholders will be asked to consider and, if deemed appropriate, to approve, with or without variation, a resolution authorizing and approving an amendment to the RSU Plan to increase the fixed number of Common Shares issuable thereunder (collectively, the "**RSU Resolution**"). The Board has approved the amendment to the RSU Plan, subject to disinterested shareholder and TSX Venture Exchange ("**TSX-V**") approval.

As of the date hereof, the Corporation has reserved 18,623,589 Common Shares for issuance pursuant to the RSU Plan. In addition, there are 22,337,983 Common Shares reserved for issuance under the existing Stock Option Plan. The total number of Common Shares reserved for issuance under all security based compensation arrangements, including the RSU Plan and Stock Option Plan, of the Corporation amounts to 40,961,572 Common Shares, representing 20% of the Corporation's issued and outstanding Common Shares as at May 15, 2018.

#### Amendments to the RSU Plan

The Corporation proposes to amend and restate the RSU Plan to increase the number of RSUs which may be granted pursuant to such RSU Plan from a maximum of 18,623,589 RSUs to a maximum of 26,522,748 RSUs, which, when combined with the 22,337,983 Common Shares reserved for issuance under the Stock Option Plan will amount to 48,860,731 Common Shares, representing 20% of the 244,303,657 Common Shares issued and outstanding as of the date hereof. A copy of the amended and restated RSU Plan (the "**Amended RSU Plan**") is attached hereto as Schedule B.

#### Approval of the Amended RSU Plan

The Board of Directors believes that granting RSUs to RSU Participants and any resulting Common Share ownership motivates RSU Participants to strive towards achieving the Corporation's long-term strategic objectives, which will benefit shareholders. The Board has concluded that the proposed Amended RSU Plan is in the best interests of the shareholders of the Corporation.

At the Meeting, disinterested shareholders will be asked to pass the resolution as set out below approving the Amended RSU Plan as described above (the "**Amendment Resolution**").

The complete text of the Amendment Resolution, which management intends to place before the Meeting for approval, confirmation and adoption, with or without modification, is as follows:

“BE IT RESOLVED THAT:

1. the Corporation’s amended and restated restricted share unit plan (the “**Amended RSU Plan**”), in the form attached as Schedule B to the management information circular, is hereby ratified, approved and confirmed;
2. the increase of the maximum number of restricted share units of the Corporation reserved for issuance under the Amended RSU Plan from 18,623,589 restricted share units (each, an “**RSU**”) to 26,522,748 RSUs be and is hereby ratified, approved and confirmed;
3. the increase of the maximum number of underlying common shares in the capital of the Corporation (each, a “**Common Share**”) reserved for issuance under the Amended RSU Plan from 18,623,589 Common Shares to a 26,522,748 Common Shares be and is hereby ratified, approved and confirmed;
4. all issued and outstanding RSUs previously granted are hereby ratified and continued under and governed by the Amended RSU Plan;
5. the board of directors of the Corporation be and is hereby authorized in its absolute discretion to make such revisions to the text of the Amended RSU Plan in respect of the forgoing resolutions or as may be needed to reflect changes required by securities regulatory agencies or stock exchanges;
6. the shareholders hereby expressly authorize the board of directors to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard; and
7. any director or officer of the Corporation is hereby authorized, for and on behalf of the Corporation, to execute, and, if appropriate, deliver all documents and instruments and to do all other things as in the opinion of such director or officer as may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of such action.”

**The Board recommends that disinterested shareholders vote in favour of the above Amendment Resolution. Proxies received in favor of management will be voted in favor of the Amendment Resolution unless the shareholder has specified in the proxy that its Common Shares are to be voted against such resolution.** To be effective, the Amendment Resolution must be passed by a majority of the votes cast by disinterested shareholders in person or by proxy at the Meeting.

##### **5. Re-approval of the Authorization to Affect the Share Consolidation**

Shareholders of the Corporation, at the annual and special meeting of shareholders held on June 25, 2018, passed a special resolution authorizing the Corporation to consolidate the issued and outstanding Common Shares on the basis of a ratio within the range of one post-consolidation Common Share for every five (5) pre-consolidation Common Shares to one post-consolidation Common Share for every ten (10) pre-consolidation Common Shares, with the ratio to be selected and implemented by the Board of Directors, in its sole discretion, if at all, at any time prior to May 29, 2019.

The Board has to date not carried out the Common Share consolidation. As the shareholder authorization for the Common Share consolidation expires on May 29, 2019, and as the Board may decide, in the best interests of the Corporation, to implement the share consolidation after May 29, 2019 in order to assist in attracting additional capital for the Corporation, shareholders will be asked at the Meeting to re-approve and renew the shareholder authorization for the Common Share consolidation until July 2, 2020.

At the Meeting, shareholders will be asked to consider and, if deemed advisable, pass the special resolution set forth below, approving an amendment to the Corporation’s articles of incorporation to consolidate its issued and outstanding Common Shares (the “**Share Consolidation**”). The Share Consolidation is being proposed by the Corporation to better prepare it for a possible future listing on the NASDAQ or other senior North American stock exchange. A Share Consolidation of this nature will help make the Corporation eligible for such a listing. If the special resolution is approved, the Board of Directors of the Corporation will have the authority, in its sole discretion, to select the exact consolidation ratio, provided that (i) the ratio may be no smaller than one post-consolidation share for every five (5) pre-consolidation Common Shares and no larger than one post-consolidation

share for every ten (10) pre-consolidation Common Shares, and (ii) the number of pre-consolidation Common Shares in the ratio must be a whole number of Common Shares.

Approval of the special resolution by holders of Common Shares would renew the authority of the Board of Directors to implement the Share Consolidation at any time prior to July 2, 2020, subject to any required regulatory approvals. In addition, notwithstanding approval of the proposed Share Consolidation by shareholders, the Board of Directors, in its sole discretion, may revoke the special resolution, and abandon the Share Consolidation without further approval or action by or prior notice to shareholders. Certain risks associated with the Share Consolidation and related information, are described below.

### **Certain Risks associated with the Share Consolidation**

The Corporation's total market capitalization immediately after the Share Consolidation may be lower than immediately before the Share Consolidation.

A decline in the market price of the Common Shares after the Share Consolidation may result in a greater percentage decline than would occur in the absence of a consolidation, and the liquidity of the Common Shares could be adversely affected following the Share Consolidation.

The Share Consolidation may result in some shareholders owning "odd lots" of less than 100 Common Shares on a post-consolidation basis which may be more difficult to sell, or require greater transaction costs per Common Share to sell.

These are only some of the risks associated with the Share Consolidation.

### **No Fractional Shares to be Issued**

No fractional Common Shares will be issued in connection with the Share Consolidation. If, as a result of the Share Consolidation, a registered shareholder would otherwise be entitled to a fractional Common Share, the Corporation will round any fractional Common Shares in the following manner: each fractional Common Share that is at least 0.5 of a Common Share will be rounded up to the nearest whole Common Share and each fractional Common Share that is less than 0.5 of a Common Share will be rounded down to the nearest whole Common Share, provided that each shareholder shall receive at least one (1) Common Share post-Share Consolidation.

### **Principal Effects of the Share Consolidation**

If approved and implemented, the Share Consolidation will occur simultaneously for all of the Common Shares and the consolidation ratio will be the same for all of such Common Shares. The consolidation will affect all shareholders uniformly. Except for any variances attributable to fractional shares, the change in the number of issued and outstanding Common Shares that will result from the Share Consolidation will cause no change in the capital attributable to the Common Shares and will not materially affect any shareholders' percentage ownership in the Corporation, even though such ownership will be represented by a smaller number of Common Shares.

In addition, the Share Consolidation will not affect any shareholder's proportionate voting rights. Each Common Share outstanding after the Share Consolidation will be entitled to one vote and will be fully paid and non-assessable. The principal effects of the Share Consolidation will be that (i) the number of Common Shares issued and outstanding will be reduced from approximately 244,303,657 Common Shares as of May 22, 2019 to between approximately 24,430,366 and 48,860,731 Common Shares, depending on the ratio selected by the Board of Directors; and (ii) the numbers of Common Shares reserved for issuance under the Corporation's Stock Option Plan, as amended, and the number of Common Shares that may be purchased upon exercise of warrants will be reduced proportionately based on the consolidation ratio selected by the Board of Directors.

### **Effect on Non-Registered Shareholders**

Non-registered shareholders holding their Common Shares through a bank, broker or other nominee should note that such banks, brokers or other nominees may have different procedures for processing the Share Consolidation than those that will be put in place by the Corporation for registered shareholders. Such non-registered shareholders are encouraged to contact their bank, broker or other nominee if they have questions in this regard.

## Effect on Share Certificates

If the proposed Share Consolidation is approved by shareholders and implemented, registered shareholders will be required to exchange their share certificates representing pre-consolidation Common Shares for new share certificates representing post-consolidation Common Shares. Following the announcement by the Corporation of the consolidation ratio selected by the Board of Directors and the effective date of the Share Consolidation, registered shareholders will be sent a letter of transmittal from the Corporation's transfer agent, Computershare, as soon as practicable after the effective date of the Share Consolidation. The letter of transmittal will contain instructions on how to surrender certificate(s) representing pre-consolidation Common Shares to the transfer agent. The transfer agent will forward to each registered shareholder who has sent the required documents a new share certificate representing the number of post-consolidation Common Shares to which the shareholder is entitled. Until surrendered, each share certificate representing pre-consolidation Common Shares will be deemed for all purposes to represent the number of whole post-consolidation Common Shares, to which the holder is entitled as a result of the Share Consolidation. **Shareholders should not destroy any share certificate(s) and should not submit any share certificate(s) until requested to do so.**

## The Share Consolidation Special Resolution

Shareholders will be asked to consider, and if deemed advisable, to pass a special resolution substantially in the form noted below to permit the Share Consolidation (the "**Share Consolidation Resolution**"). The Board of Directors and management of the Corporation believe that the proposed Share Consolidation is in the best interests of the Corporation and its shareholders.

The complete text of the Share Consolidation Resolution, which management intends to place before the Meeting for confirmation and ratification, with or without modification, is as follows:

**"IT IS HEREBY RESOLVED that** the Corporation is hereby authorized to amend its articles of incorporation to provide that:

1. the authorized capital of the Corporation is altered by consolidating all of the issued and outstanding Common Shares of the Corporation without par value on the basis of a consolidation ratio to be selected by the Corporation's Board of Directors, in its sole discretion, provided that (i) the ratio may be no smaller than one post-consolidation Common Share for every five (5) pre-consolidation Common Shares and no larger than one post-consolidation Common Share for every ten (10) pre-consolidation Common Shares, and (ii) the number of pre-consolidation Common Shares in the ratio must be a whole number of Common Shares;
2. in the event that the consolidation would otherwise result in the issuance of a fractional share, each fractional share that is at least 0.5 of a Common Share will be rounded up to the nearest whole Common Share and each fractional Common Share that is less than 0.5 of a Common Share will be rounded down to the nearest whole Common Share, provided that each Shareholder shall receive at least one (1) Common Share post-Share Consolidation;
3. the effective date of such consolidation shall be the date shown in the certificate of amendment issued by the Director appointed under the *Business Corporations Act* (Ontario) (the "**Act**") or such other date indicated in the articles of amendment provided that, in any event, such date shall be prior to July 2, 2020;
4. any director or officer of the Corporation is hereby authorized and directed for and in the name of and on behalf of the Corporation to execute, or to cause to be executed, whether under the corporate seal of the Corporation or otherwise, and to deliver or cause to be delivered all such other documents and instruments, and to do or cause to be done all such other acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to carry out the intent of this special resolution, including, without limitation, the determination of the effective date of the consolidation and the delivery of articles of amendment in the prescribed form to the Director appointed under the Act, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination; and
5. notwithstanding the foregoing, the directors of the Corporation are hereby authorized, without further approval of or notice to the shareholders of the Corporation, to revoke this special resolution at any time before the Director issues a certificate of amendment."

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE “FOR” THE SHARE CONSOLIDATION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote “For” the special resolution to permit the Share Consolidation.** To be effective, the Share Consolidation Resolution must be passed by not less than two thirds of the votes cast by shareholders in person or by proxy at the Meeting.

**INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON**

No person who has been a director or officer of the Corporation at any time since the beginning of the Corporation’s last completed financial year, no Nominee and no associate or affiliate of any of the foregoing persons has had any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, except as disclosed in this Circular.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the directors or executive officers of the Corporation, any person or company beneficially owning, or controlling or directing, directly or indirectly, or a combination of both, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation, nor any director, executive officer, associate or affiliate of the foregoing has had any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation.

### SCHEDULES

The following documents are appended to this information circular:

<b>Schedule A</b>	<b>Charter of the Audit Committee</b>
<b>Schedule B</b>	<b>Amended and Restated Restricted Share Unit Plan</b>

### OTHER BUSINESS

Management knows of no matters to come before the Meeting other than the matters referred to in the Notice of Meeting. However, if any other matters which are not now known to management should properly come before the Meeting, the proxy solicited hereby will be voted on such matters in accordance with the best judgement of the persons voting the proxy.

### ADDITIONAL INFORMATION

Additional information relating to the Corporation is available under its profile on the System for Electronic Document Analysis and Retrieval ("SEDAR") at [www.sedar.com](http://www.sedar.com). Financial information is provided in the Corporation's comparative financial statements and management discussion & analysis ("MD&A") for the year ended March 31, 2018. Copies of the Corporation's financial statements and MD&A may be obtained through SEDAR at [www.sedar.com](http://www.sedar.com) or upon request to the Corporation at:

Antibe Therapeutics Inc., 15 Prince Arthur Avenue, Toronto, ON, M5R 1B2

### DIRECTORS' APPROVAL

The contents of this Circular, and the delivery thereof to the shareholders of the Corporation, have been approved by the Board of Directors.

Toronto, May 22, 2019

### BY ORDER OF THE BOARD OF DIRECTORS

*/s/ Dan Legault*

\_\_\_\_\_  
Dan Legault

**SCHEDULE A**

**Charter of the Audit Committee**

Attached.

SCHEDULE "A"  
CHARTER OF THE AUDIT COMMITTEE

NAME

There shall be a committee of the board of directors (the "Board") of Antibe Therapeutics Inc. (the "Company") known as the Audit Committee.

PURPOSE OF AUDIT COMMITTEE

The Audit Committee has been established to assist the Board in fulfilling its oversight responsibilities with respect to the following principal areas:

- (a) the Company's external audit function; including the qualifications, independence, appointment and oversight of the work of the external auditors;
- (b) the Company's accounting and financial reporting requirements;
- (c) the Company's reporting of financial information to the public;
- (d) the Company's compliance with law and regulatory requirements;
- (e) the Company's risks and risk management policies;
- (f) the Company's system of internal controls and management information systems; and
- (g) such other functions as are delegated to it by the Board.

Specifically, with respect to the Company's external audit function, the Audit Committee assists the Board in fulfilling its oversight responsibilities relating to: the quality and integrity of the Company's financial statements, including the Company's management's discussion & analysis ("MD&A"); the independent auditors' qualifications; and the performance of the Company's independent auditors.

MEMBERSHIP

The Audit Committee shall consist of as many members as the Board shall determine. Except as may otherwise be permitted under National Instrument 52-110 - *Audit Committees* ("NI 52-110"), each member of the Audit Committee must, to the satisfaction of the Board, be "financially literate" (as such term is defined in NI 52-110) and each member shall be "independent" (as such term is defined in NI 52-110). Each member of the Audit Committee shall continue to be a member until a successor is appointed, unless the member resigns, is removed or ceases to be a director of the Company. The Board may fill a vacancy that occurs in the Audit Committee at any time.

CHAIR AND SECRETARY

The Chair of the Audit Committee shall be designated by the Board. If the Chair is not present at a meeting of the Audit Committee, the members of the Audit Committee may designate an interim Chair for the meeting by majority vote of the members present. The Secretary of the Audit Committee shall be such member of the Audit Committee as may be designated by majority vote of the Audit Committee from time to time, provided that if the Secretary is not present, the Chair of the meeting may appoint any person who need not be a member, to act as secretary at any meeting. A member of the Audit Committee may be designated as the liaison member to report on the deliberations of the Audit Committees of affiliated companies (if applicable).

## MEETINGS

The Chair of the Audit Committee, in consultation with the Audit Committee members, shall determine the schedule and frequency of the Audit Committee meetings provided that the Audit Committee will meet at least four times in each fiscal year and at least once in every fiscal quarter. The Audit Committee is to meet prior to the filing of quarterly financial statements in order to review and discuss the unaudited financial results for the preceding quarter and the related MD&A and is to meet prior to filing the annual audited financial statements and MD&A in order to review and discuss the audited financial results for the year and related MD&A. The Audit Committee shall have the authority to convene additional meetings as circumstances require.

Notice of every meeting shall be given to the external and internal auditors of the Company, and meetings shall be convened whenever requested by the external auditors or any member of the Audit Committee in accordance with applicable law. The Audit Committee shall meet separately and periodically with management, legal counsel and the external auditors. The Audit Committee shall meet separately with the external auditors at every meeting of the Audit Committee at which external auditors are present.

A quorum for the transaction of business at any meeting of the Audit Committee is (the presence in person or by telephone or other communication equipment of) a simple majority of the total number of members of the Audit Committee or such greater number as the Audit Committee may by resolution determine. If within one hour of the time appointed for a meeting of the Audit Committee, a quorum is not present, the meeting shall stand adjourned to the same hour on the second business day following the date of such meeting at the same place. If at the adjourned meeting a quorum as hereinbefore specified is not present within one hour of the time appointed for such adjourned meeting, the quorum for the adjourned meeting will consist of the members then present.

Should a vacancy arise among the members of the Audit Committee, the remaining members of the Audit Committee may exercise all of its powers and responsibilities so long as a quorum remains in office.

Meetings of the Audit Committee are to be held from time to time at such place as the Audit Committee or the Chair of the Audit Committee may determine, within or outside Ontario, Canada, upon not less than 48 hours prior notice to each of the members. Meetings of the Audit Committee may be held without 48 hours prior notice if all of the members entitled to vote at such meeting who do not attend, waive notice of the meeting and, for the purpose of such meeting, the presence of a member at such meeting shall constitute waiver on his or her part. Any member of the Audit Committee, the Chairman of the Board, the Company's external auditors, or the Chief Executive Officer or Chief Financial Officer of the Company are entitled to request that the Chair of the Audit Committee call a meeting. A notice of a meeting of the Audit Committee may be given verbally, in writing or by telephone, fax or other means of communication, and need not specify the purpose of the meeting.

The Audit Committee shall keep minutes of its meetings which shall be submitted to the Board.

All decisions of the Audit Committee will require the vote of a majority of its members present at a meeting at which quorum is present. Action of the Audit Committee may be taken by an instrument or instruments in writing signed by all of the members of the Audit Committee, and such actions shall be effective as though they had been decided by a majority of votes cast at a meeting of the Audit Committee called for such purpose. Such instruments in writing may be signed in counterparts each of which shall be deemed to be an original and all originals together shall be deemed to be one and the same instrument.

## MEETING AGENDAS

Agendas for meetings of the Audit Committee shall be developed by the Chair of the Audit Committee in consultation with management and the corporate secretary, and shall be circulated to Audit Committee members as far in advance of each Audit Committee meeting as is reasonable.

## RESOURCES AND AUTHORITY

The Audit Committee shall have the resources and the authority to discharge its responsibilities, including the authority, in its sole discretion, to engage, at the expense of the Company, outside consultants, independent legal counsel and other advisors and experts as it determines necessary to carry out its duties, without seeking approval of the Board or management.

The Audit Committee shall have the authority to conduct any investigation necessary and appropriate to fulfilling its responsibilities, and has direct access to and the authority to communicate directly with the internal and external auditors, the counsel of the Company and other officers and employees of the Company.

The members of the Audit Committee shall have the right for the purpose of performing their duties to inspect all the books and records of the Company and its subsidiaries and to discuss such accounts and records and any matters relating to the financial position, risk management and internal controls of the Company with the officers and external and internal auditors of the Company and its subsidiaries. Any member of the Audit Committee may require the external or internal auditors to attend any or every meeting of the Audit Committee.

## RESPONSIBILITIES

The Company's management is responsible for preparing the Company's financial statements and the external auditors are responsible for auditing those financial statements. The Audit Committee is responsible for overseeing the conduct of those activities by the Company's management and external auditors, and overseeing the activities of the internal auditors.

The specific responsibilities of the Audit Committee shall include those listed below. The enumerated responsibilities are not meant to restrict the Audit Committee from examining any matters related to its purpose.

### 1. Financial Reporting Process and Financial Statements

The Audit Committee shall:

- (a) in consultation with the external auditors and the internal auditors, review the integrity of the Company's financial reporting process, both internal and external, and any major issues as to the adequacy of the internal controls and any special audit steps adopted in light of material control deficiencies;
- (b) review all material transactions and material contracts entered into between (i) the Company or any subsidiary of the Company, and (ii) any subsidiary, director, officer, insider or related party of the Company, other than transactions in the ordinary course of business;
- (c) review and discuss with management and the external auditors: (i) the preparation of Company's annual audited consolidated financial statements and related MD&A and its interim unaudited consolidated financial statements and related MD&A; (ii) whether the financial statements present fairly (in accordance with Canadian generally accepted accounting principles) in all material respects the financial condition, results of operations and cash flows of the Company as of and for the periods presented; (iii) any matters required to be discussed with the external auditors according to Canadian generally accepted auditing standards; (iv) an annual report by the external auditors describing: (A) all critical accounting policies and practices used by the Company; (B) all material alternative accounting treatments of financial information within generally accepted accounting principles that have been discussed with management of the Company,

including the ramifications of the use of such alternative treatments and disclosures and the treatment preferred by the external auditors; and (C) other material written communications between the external auditors and management;

- (d) following completion of the annual audit, review with each of: (i) management; (ii) the external auditors; and (iii) the internal auditors, any significant issues, concerns or difficulties encountered during the course of the audit;
- (e) resolve disagreements between management and the external auditors regarding financial reporting;
- (f) review the financial statements, MD&A and annual and interim press releases prior to public disclosure of this information; and
- (g) review and be satisfied that adequate procedures are in place for the review of the public disclosure of financial information by the Company extracted or derived from the Company's financial statements, other than the disclosure referred to in (f), and periodically assess the adequacy of those procedures.

## 2. External auditors

The Audit Committee shall:

- (a) require the external auditors to report directly to the Audit Committee;
- (b) recommend to the Board the external auditors to be nominated for approval by the shareholders and the compensation of the external auditor;
- (c) be directly responsible for the selection, nomination, compensation, retention, termination and oversight of the work of the Company's external auditors engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company;
- (d) approve all audit engagements and must pre-approve the provision by the external auditors of all non-audit services, including fees and terms for all audit engagements and non-audit engagements, and in such regard the Audit Committee may establish the types of non-audit services the external auditors shall be prohibited from providing and shall establish the types of audit, audit related and non-audit services for which the Audit Committee will retain the external auditors. The Audit Committee may delegate to one or more of its independent members the authority to pre-approve non-audit services, provided that any such delegated pre-approval shall be exercised in accordance with the types of particular non-audit services authorized by the Audit Committee to be provided by the external auditor and the exercise of such delegated pre-approvals shall be presented to the full Audit Committee at its next scheduled meeting following such pre-approval;
- (e) review and approve the Company's policies for the hiring of partners and employees and former partners and employees of the present and former external auditors of the Company;
- (f) consider, assess and report to the Board with regard to the independence and performance of the external auditors; and
- (g) request and review the audit plan of the external auditors as well as a report by the external auditors to be submitted at least annually regarding: (i) the external auditing

firm's internal quality-control procedures; (ii) any material issues raised by the external auditor's own most recent internal quality-control review or peer review of the auditing firm, or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues.

### 3. Accounting Systems and Internal Controls

The Audit Committee shall:

- (a) oversee management's design and implementation of and reporting on internal controls. The Audit Committee shall also receive and review reports from management, the internal auditors and the external auditors on an annual basis with regard to the reliability and effective operation of the Company's accounting system and internal controls; and
- (b) review annually the activities, organization and qualifications of the internal auditors and discuss with the external auditors the responsibilities, budget and staffing of the internal audit function.

### 4. Legal and Regulatory Requirements

The Audit Committee shall:

- (a) receive and review timely analysis by management of significant issues relating to public disclosure and reporting;
- (b) review, prior to finalization, periodic public disclosure documents containing financial information, including the Company's MD&A and Annual Information Form, if required;
- (c) prepare the report of the Audit Committee required to be included in the Company's periodic filings;
- (d) review with the Company's counsel legal compliance matters, significant litigation and other legal matters that could have a significant impact on the Company's financial statements; and
- (e) assist the Board in the oversight of compliance with legal and regulatory requirements and review with legal counsel the adequacy and effectiveness of the Company's procedures to ensure compliance with legal and regulatory responsibilities.

### 5. Additional Responsibilities

The Audit Committee shall:

- (a) discuss policies with the external auditor, internal auditor and management with respect to risk assessment and risk management;
- (b) establish procedures and policies for the following
  - (i) the receipt, retention, treatment and resolution of complaints received by the Company regarding accounting, internal accounting controls or auditing matters; and
  - (ii) the confidential, anonymous submission by directors or employees of the Company of concerns regarding questionable accounting or auditing matters;

- (c) prepare and review with the Board an annual performance evaluation of the Audit Committee;
- (d) report regularly to the Board, including with regard to matters such as the quality or integrity of the Company's financial statements, compliance with legal or regulatory requirements, the performance of the internal audit function, and the performance and independence of the external auditors; and
- (e) review and reassess the adequacy of the Audit Committee's Charter on an annual basis.

#### 6. Limitation on the Oversight Role of the Audit Committee

Nothing in this Charter is intended, or may be construed, to impose on any member of the Audit Committee a standard of care or diligence that is in any way more onerous or extensive than the standard to which all members of the Board are subject.

Each member of the Audit Committee shall be entitled, to the fullest extent permitted by law, to rely on the integrity of those persons and organizations within and outside the Company from whom he or she receives financial and other information, and the accuracy of the information provided to the Company by such persons or organizations.

While the Audit Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Audit Committee to plan or conduct audits or to determine that the Company's financial statements and disclosures are complete and accurate and in accordance with international financial reporting standards and applicable rules and regulations. These are the responsibility of management and the external auditors.

**SCHEDULE B**

**Amended and Restated Restricted Share Unit Plan**

Attached.

**SCHEDULE B**  
**ANTIBE THERAPEUTICS INC.**  
**AMENDED & RESTATED RESTRICTED SHARE UNIT PLAN**  
(dated effective May 22, 2019)

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

For purposes of this Plan:

- (a) **“Account”** means an account maintained by the Corporation for each Participant and which will be credited with RSUs in accordance with the terms of this Plan;
- (b) **“Antibe Group”** means, collectively, the Corporation, any entity that is a Subsidiary of the Corporation from time to time, and any other entity designated by the Board from time to time as a member of the Antibe Group for the purposes of this Plan (and, for greater certainty, including any successor entity of any of the aforementioned entities);
- (c) **“Award Date”** means the date or dates on which an award of RSUs is made to a Participant in accordance with Section 4.1;
- (d) **“Award Value”** means, with respect to any RSUs, an amount equal to the number of RSUs, as such number may be adjusted in accordance with the terms of this Plan, multiplied by the Fair Market Value of the Shares as of the Vesting Date;
- (e) **“Black-Out Period”** means the period of time when, pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons as designated by the Corporation, including any Participant that holds an RSU;
- (f) **“Board”** means the board of directors of the Corporation as constituted from time to time;
- (g) **“Canadian Employee Participant”** means a Participant who (a) is resident in Canada for the purposes of the Tax Act or is otherwise subject to taxation under the Tax Act in respect of any RSU granted under this Plan, and (b) is granted a RSU in respect of, in the course of, or by virtue of such Participant’s “office or employment” within the meaning of the Tax Act;
- (h) **“Change of Control”** means:
  - (i) a successful takeover bid; or
  - (ii) (A) any change in the beneficial ownership or control of the outstanding securities or other interests of the Corporation which results in:

- (1) a person or group of persons “acting jointly or in concert” (within the meaning of NI 62-104); or
- (2) an affiliate or associate of such person or group of persons;

holding, owning or controlling, directly or indirectly, more than 50% of the outstanding voting securities or interests of the Corporation; and

(B) members of the Board who are members of the Board immediately prior to the earlier of such change and the first public announcement of such change cease to constitute a majority of the Board at any time within sixty days of such change; or

- (iii) Incumbent Directors no longer constituting a majority of the Board; or
- (iv) the winding up of the Corporation or the sale, lease or transfer of all or substantially all of the assets to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued and where the shareholdings or other securityholdings, as the case may be, in the continuing entity and the constitution of the board of directors or similar body of the continuing entity is such that the transaction would not be considered a “Change of Control” if paragraph 1.1(h)(ii) above was applicable to the transaction); or
- (v) any determination by a majority of the Board that a Change of Control has occurred or is about to occur and any such determination shall be binding and conclusive for all purposes of this Plan;

- (i) “**Code**” means the U.S. Internal Revenue Code of 1986, as amended;
- (j) “**Committee**” has the meaning ascribed thereto in Section 2.4;
- (k) “**Corporation**” means Antibe Therapeutics Inc., and includes any successor corporation thereof;
- (l) “**Dividend Equivalent**” has the meaning ascribed thereto in Section 4.2;
- (m) “**Dividend Market Value**” means the Fair Market Value per Share on the dividend record date;
- (n) “**Exchange**” means the TSXV or, if the Shares are not then listed and posted for trading on the TSXV, such stock exchange on which such Shares are listed and posted for trading as may be selected for such purpose by the Board;
- (o) “**Expiry Date**” means, with respect to a RSU, the earlier of the tenth anniversary of the date of the RSU grant and such earlier expiry date as may be determined by the Board, in its sole discretion, and set out in the applicable RSU Agreement;

- (p) **“Fair Market Value”** with respect to a Share, as at any date, means the higher of (i) the volume weighted average of the prices at which the Shares traded on the TSXV (or, if the Shares are not then listed and posted for trading on the TSXV or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the majority of the trading volume and value of the Shares occurs) for the three (3) trading days on which the Shares traded on the said exchange immediately preceding such date; and (ii) the closing price of the Shares on said exchange. In the event that the Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Shares as determined by the Board in its sole discretion, acting reasonably and in good faith;
- (q) **“Forfeiture Date”** means the date that is the earlier of: (i) the effective date of the Participant’s termination or resignation, as the case may be; and (ii) the date that the Participant ceases to be in the active performance of the usual and customary day-to-day duties of the Participant’s position or job, regardless of whether adequate or proper advance notice of termination or resignation shall have been provided in respect of such cessation of being a Participant;
- (r) **“Incumbent Directors”** means any member of the Board who was a member of the Board at the effective date of this Plan and any successor to an Incumbent Director who was recommended or elected or appointed to succeed any Incumbent Director by the affirmative vote of the Board, including a majority of the Incumbent Directors then on the Board, prior to the occurrence of the transaction, transactions, elections or appointments giving rise to a Change of Control;
- (s) **“Insider”, “associate” and “affiliate”** each have the meaning ascribed thereto in the TSX Venture Exchange Corporate Finance Manual, as amended from time to time;
- (t) **“NI 62-104”** means National Instrument 62-104 — *Take-Over Bids and Issuer Bids*, as amended from time to time;
- (u) **“Outside Payment Date”**, in respect of a RSU, means December 31 of the calendar year in which the Expiry Date occurs;
- (v) **“Participant”** means an officer, employee or consultant of, or a person or company engaged by, one or more of the entities comprising the Antibe Group to provide services for an initial, renewable or extended period, determined to be eligible to participate in this Plan in accordance with Section 3.1 and, where applicable, a former Participant deemed eligible to continue to participate in this Plan in accordance with Section 4.5;
- (w) **“Plan”** means this Restricted Share Unit Plan;
- (x) **“RSU”** means a unit equivalent in value to a Share credited by means of a bookkeeping entry in the Participants’ Accounts;
- (y) **“RSU Agreement”** has the meaning set forth in Section 3.2;

- (z) **“Security Based Compensation Arrangements”** means any incentive plan of the Corporation (other than this Plan), including the Corporation’s stock option plan, and any incentive options granted by the Corporation outside of this Plan;
- (aa) **“Share”** means a common share of the Corporation;
- (bb) **“Subsidiary”** has the meaning ascribed thereto in the *Securities Act* (Ontario);
- (cc) **“Successor”** has the meaning ascribed thereto in Section 5.2;
- (dd) **“takeover bid”** means a “take-over bid” as defined in NI 62-104 pursuant to which the “offeror” would as a result of such takeover bid, if successful, beneficially own, directly or indirectly, in excess of 50% of the outstanding Shares;
- (ee) **“Tax Act”** means the *Income Tax Act* (Canada), as amended from time to time, together with the regulations thereto;
- (ff) **“TSXV”** means the TSX Venture Exchange Inc.;
- (gg) **“U.S. Participant”** means a Participant who is a citizen or resident of the United States (including its territories, possessions and all areas subject to the jurisdiction); and
- (hh) **“Vesting Date”** means, with respect to any RSU, the date upon which such RSU shall irrevocably vest in accordance with the terms hereof.

## 1.2 Interpretation

Words in the singular include the plural and words in the plural include the singular. Words importing male persons include female persons, corporations or other entities, as applicable. The headings in this document are for convenience and reference only and shall not be deemed to alter or affect any provision hereof. The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to this document as a whole and not to any particular Article, Section, paragraph or other part hereof.

## ARTICLE II PURPOSE AND ADMINISTRATION OF THE PLAN

### 2.1 Purpose

The purpose of this Plan is to: (a) aid in attracting, retaining and motivating the officers, employees and other eligible Participants of the Antibe Group in the growth and development of the Antibe Group by providing them with the opportunity through RSUs to acquire an increased proprietary interest in the Corporation; (b) more closely align their interests with those of the Corporation’s shareholders; (c) focus such Participants on operating and financial performance and long-term shareholder value; and (d) motivate and reward for their performance and contributions to the Corporation’s long-term success.

## 2.2 Administration of the Plan

Subject to Section 2.4, this Plan shall be administered by the Board.

## 2.3 Authority of the Board

The Board shall have the full power to administer this Plan, including, but not limited to, the authority to:

- (a) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;
- (b) adopt, amend, suspend and rescind such rules and regulations for administration of this Plan as the Board may deem necessary in order to comply with the requirements of this Plan, or in order to conform to any law or regulation or policy of an Exchange, or to any change in any laws or regulations or policies applicable thereto;
- (c) determine the individuals or companies to whom RSUs may be awarded;
- (d) award such RSUs on such terms and conditions as it determines including, without limitation: the time or times at which RSUs may be awarded; the time or times when each RSU shall vest and the term of each RSU; whether restrictions or limitations are to be imposed on the Shares the Corporation may elect to issue in settlement of all or a portion of the Award Value of vested RSUs and the nature of such restrictions or limitations, if any; any acceleration or waiver of termination or forfeiture regarding any RSU; in each case, based on such factors as the Board may determine appropriate, in its sole discretion;
- (e) take any and all actions permitted by this Plan; and
- (f) make any other determinations and take such other action in connection with the administration of this Plan that it deems necessary or advisable.

## 2.4 Delegation of Authority

To the extent permitted by applicable law, the Board may, from time to time, delegate to a committee (the “**Committee**”) of the Board all or any of the powers conferred on the Board under this Plan. In such event, the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of this Plan in this context is final and conclusive.

The Board or the Committee may delegate or sub-delegate to any director or officer of the Corporation the whole or any part of the administration of this Plan and shall determine the scope of such delegation or sub-delegation in its sole discretion.

## 2.5 Discretionary Relief

Notwithstanding any other provision hereof, the Board may, in its sole discretion, waive any condition set out herein if it determines that specific individual circumstances warrant such waiver.

## 2.6 Amendment or Discontinuance of the Plan

- (a) The Board may amend this Plan in any way, or discontinue this Plan altogether, and may amend, in any way, any RSU granted under this Plan at any time without the consent of a Participant, provided that (i) such amendment shall not adversely alter or impair any RSU previously granted under the Plan or any related RSU Agreement, except as otherwise permitted hereunder (ii) all RSUs granted to U.S. Participants are intended to comply with the short-term deferral exception under Section 409A of the Code and the regulations and other interpretive guidance thereunder; and (iii) all RSUs granted to Canadian Employee Participants shall have terms and conditions necessary to ensure that such RSUs comply, at all times, with the requirements of paragraph (k) of the exception to the definition of “salary deferral arrangement” in subsection 248(1) of the Tax Act or are governed by the provisions of section 7 of the Tax Act. In addition, the Board may, by resolution, make any amendment to this Plan or any RSU granted under it (together with any related RSU Agreement) without shareholder approval, provided however, that the Board will not be entitled to amend this Plan or any RSU granted under it without shareholder and, if applicable, TSXV approval, in order to: (i) increase the maximum number of Shares issuable pursuant to this Plan; (ii) cancel an RSU and subsequently issue to the holder of such RSU a new RSU in replacement thereof; (iii) extend the term of an RSU beyond the Expiry Date; (iv) permit the assignment or transfer of an RSU other than as provided for in this Plan; (v) add to the categories of persons eligible to participate in this Plan; (vi) remove or amend the restrictions on issuance in Section 4.4(b), Section 4.4(c), Section 4.4(d) or Section 4.4(e); (vii) remove or amend this Section 2.6(a); or (viii) in any other circumstances where TSXV and shareholder approval is required by the TSXV. Notwithstanding the foregoing, the Board may make any amendments to the Plan if specifically required by TSXV as a condition of its implementation, and at any time if necessary to comply with applicable laws and TSXV policies.
- (b) Without limitation of Section 2.6(a), the Board may (i) correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent deemed necessary or desirable; (ii) establish, amend, and rescind any rules and regulations relating to this Plan; and (iii) may make such determinations as it deems necessary or desirable for the administration of this Plan.
- (c) On termination of this Plan, any outstanding awards of RSUs under this Plan shall immediately vest and the Award Value underlying the RSUs shall be paid to the Participants in accordance with and upon compliance with Section 4.6. This Plan will finally cease to operate for all purposes when (i) the last remaining Participant receives payment in respect of the Award Value underlying all RSUs credited to the Participant’s Account, or (ii) all unvested RSUs expire in accordance with the terms of this Plan and the relevant RSU Agreements.

## **2.7 Final Determination**

Any determination or decision by, or opinion of, the Board, the Committee or a director or officer of the Corporation made or held pursuant to the terms set out herein shall be made or held reasonably and shall be final, conclusive and binding on all parties concerned, including, but not limited to, the Corporation, the Participants and their beneficiaries and legal representatives.

Subject to Section 2.5, all rights, entitlements and obligations of Participants under this Plan are set forth in the terms hereof and cannot be modified by any other documents, statements or communications, except by amendment to the terms set out herein referred to in Section 2.6.

## **2.8 Withholding Taxes**

When a Participant or other person becomes entitled to receive a payment in respect of any RSUs, the Corporation or a member of the Antibe Group shall have the right to require the Participant or such other person to remit to the Corporation or to a member of the Antibe Group, as the case may be, an amount sufficient to satisfy any withholding tax requirements relating thereto. Unless otherwise prohibited by the Committee or by applicable law, satisfaction of the withholding tax obligation may be accomplished by any of the following methods or by a combination of such methods:

- (a) the tendering by the Participant of a cash payment to the Corporation, or a member of the Antibe Group, as the case may be;
- (b) the withholding by the Corporation or a member of the Antibe Group, as the case may be, from the Shares otherwise deliverable to the Participant such number of Shares as it determines are required to be sold by the Corporation, or a member of the Antibe Group, as the case may be, as agent for and on behalf of the Participant, to satisfy the total withholding tax obligation (net of selling costs, which shall be paid by the Participant). The Participant consents to such sale and grants to the Corporation, or a member of the Antibe Group, as the case may be, an irrevocable power of attorney to effect the sale of such Shares and acknowledges and agrees that neither the Corporation nor any member of the Antibe Group accepts any responsibility for the price obtained on the sale of such Shares; or
- (c) the withholding by the Corporation or a member of the Antibe Group, as the case may be, from any cash payment otherwise due to the Participant.

provided, however, that the sum of any cash so paid or withheld and the Fair Market Value of any Shares so withheld is sufficient to satisfy the total withholding tax obligation. Any reference in this Plan to the Award Value or payment of cash or issuance of Shares in settlement thereof is expressly subject to this Section 2.8.

## **2.9 Taxes**

Participants (or their beneficiaries) shall be responsible for reporting and paying all taxes with respect to any RSUs under the Plan, whether arising as a result of the grant or vesting of RSUs or otherwise. Neither the Corporation nor the Board make any guarantees to any person

regarding the tax treatment of an RSU or payments made under the Plan and none of the Corporation or any of its employees or representatives shall have any liability to a Participant with respect thereto. The Corporation will provide each Participant with (or cause each Participant to be provided with) a T4 slip or such information return as may be required by applicable law to report income, if any, arising upon the grant or vesting of rights under this Plan by a Participant for income tax purposes.

## **2.10 Information**

Each Participant shall provide the Corporation with all of the information (including personal information) that it requires in order to administer this Plan.

## **2.11 Account Information**

Information pertaining to the RSUs in Participants' Accounts will be made available to the Participants at least annually in such manner as the Corporation may determine and shall include such matters as the Board or the Committee may determine from time to time or as otherwise may be required by law.

## **2.12 Indemnification**

Each member of the Board or Committee is indemnified and held harmless by the Corporation against any cost or expense (including any sum paid in settlement of a claim with the approval of the Corporation) arising out of any act or omission to act in connection with the terms hereof to the extent permitted by applicable law. This indemnification is in addition to any rights of indemnification a Board or Committee member may have as director or otherwise under the by-laws of the Corporation, any agreement, any vote of shareholders, or disinterested directors, or otherwise.

# **ARTICLE III ELIGIBILITY AND PARTICIPATION IN THE PLAN**

## **3.1 Participation**

The Board, in its sole discretion, shall determine, or shall delegate to the Committee the authority to determine, which Participants will participate in this Plan.

## **3.2 RSU Agreement**

A Participant shall confirm acknowledgement of an award of RSUs made to such Participant in such form as determined by the Board from time to time (the "**RSU Agreement**"), within such time period and in such manner as specified by the Board. It is intended that an award of RSUs to Canadian Employee Participants constitutes an agreement by the Corporation to sell or issue Shares to Canadian Employee Participants within the meaning of subsection 7(1) of the Tax Act. If acknowledgement of an award of RSUs is not confirmed by a Participant within the time specified, the Corporation reserves the right to revoke the crediting of RSUs to the Participant's Account.

### 3.3 Participant's Agreement to be Bound

Participation in this Plan by any Participant shall be construed as irrevocable acceptance by the Participant of the terms and conditions set out herein and all rules and procedures adopted hereunder and as amended from time to time.

## ARTICLE IV TERMS OF THE PLAN

### 4.1 Grant of RSUs

Subject to Section 3.2, an award of RSUs pursuant to this Plan will be made and the number of such RSUs awarded will be credited to each Participant's Account, effective as of the Award Date. The number of RSUs to be credited to each Participant's Account shall be determined by the Board, or the Committee delegated by the Board to do so, each in its sole discretion.

### 4.2 Credits for Dividends

Within ten (10) days following the declaration and payment of dividends on the Shares, the Board may, in its absolute discretion, determine to make a cash payment to a Participant in respect of outstanding RSUs credited to the Participant's Account (a "**Dividend Equivalent**"). Such Dividend Equivalent, if any, shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of RSUs recorded in the Participant's Account on the record date for the payment of such dividend, by (b) the Dividend Market Value, with fractions computed to three decimal places. Payment of any such Dividend Equivalent will be made forthwith following any such determination by the Board and in any event within thirty (30) days of such determination.

### 4.3 Vesting

The Board or the Committee may, in its sole discretion, determine the time during which RSUs shall vest (except that no RSU, or portion thereof, may vest after the Expiry Date) and whether there shall be any other conditions or performance criteria to vesting. In the absence of any determination by the Board or the Committee to the contrary, RSUs will vest and be payable as to one third (1/3) of the total number of RSUs granted on each of the first, second and third anniversaries of the Award Date (computed in each case to the nearest whole RSU), provided that in all cases payment in satisfaction of a RSU shall occur prior to the Outside Payment Date. Notwithstanding the foregoing, the Board or the Committee may, at its sole discretion at any time or in the RSU Agreement in respect of any RSUs granted, accelerate or provide for the acceleration of vesting in whole or in part of RSUs previously granted. The Award Value of any RSU shall be determined as of the applicable Vesting Date.

### 4.4 Limits on Issuances

Notwithstanding any other provision of this Plan:

- (a) the maximum number of Shares issuable pursuant to this Plan shall be limited to ~~18,623,589~~ [26,522,748] Shares;

- (b) the aggregate number of Shares that may be reserved for issuance under RSUs granted to any one Participant in any 12 month period may not exceed 2% of the issued and outstanding Shares, calculated on the date of the applicable grant, and together with all other Security Based Compensation Arrangements may not exceed in any 12 month period 5% of the issued and outstanding Shares, calculated on the date of the applicable grant, in each case unless the Corporation has first obtained disinterested shareholder approval of this Plan pursuant to the policies of the Exchange;
- (c) the aggregate number of Shares that may be reserved for issuance under RSUs granted to any one RSU Participant at any point in time may not exceed 1% of the issued and outstanding Common Shares, unless the Corporation has first obtained disinterested shareholder approval of this Plan pursuant to the policies of the Exchange;
- (d) the aggregate number of Shares reserved for issuance under RSUs to Insiders (as a group), together with all other Security Based Compensation Arrangements, at any point in time may not exceed 10% of the issued and outstanding Shares, unless the Corporation has first obtained disinterested shareholder approval of this Plan pursuant to the policies of the Exchange;
- (e) the aggregate number of Shares reserved for issuance under RSUs to Insiders (as a group) in any 12 month period, together with all other Security Based Compensation Arrangements, will not exceed 10% of the issued and outstanding Shares, calculated on the date of the applicable grant to any Insider, unless the Corporation has first obtained disinterested shareholder approval of this Plan pursuant to the policies of the Exchange;
- (f) the aggregate number of Shares reserved for issuance to any one Consultant under all Security Based Compensation Arrangements in any 12 month period shall not exceed 2% of the issued and outstanding Shares, calculated on the date of the applicable grant.

For the purposes of this Section 4.4, any increase in the issued and outstanding Shares (whether as a result of the issue of Shares from treasury in settlement of the Award Value underlying vested RSUs or otherwise) will result in an increase in the number of Shares that may be issued pursuant to RSUs outstanding at any time and any increase in the number of RSUs granted will, upon vesting and settlement of the Award Value underlying such vested RSUs by the issuance of Shares from treasury, make new grants available under this Plan.

RSUs (or the Award Value thereof) that are cancelled, surrendered, terminated or that expire prior to the final Vesting Date or in respect of which the Corporation has not elected to issue Shares from treasury in respect thereof shall result in such Shares that were reserved for issuance thereunder being available to be issued, at the election of Corporation, in respect of a subsequent grant of RSUs pursuant to this Plan to the extent of any Shares which have not been issued from treasury in respect of any such RSU.

For purposes of the calculations in this Section 4.5 only, it shall be assumed that all issued and outstanding RSUs will be settled by the issuance of Shares from treasury, notwithstanding the Corporation's right pursuant to Section 4.6 to settle the Award Value underlying certain vested RSUs by purchasing Shares on the open market.

#### 4.5 RSU Terms

The term during which a RSU may be outstanding shall, subject to the provisions of this Plan requiring or permitting the acceleration or the extension of the term, be such period as may be determined from time to time by the Board or the Committee, but subject to the rules of any stock exchange or other regulatory body having jurisdiction (but in no case shall the term of an RSU extend beyond the Expiry Date).

In addition, unless otherwise determined by the Board or the Committee, or unless the Corporation and a Participant agree otherwise in an RSU Agreement or other written agreement (including an employment or consulting agreement), each RSU shall provide that if a Participant shall cease to be a director or officer of or be in the employ of, or a consultant or other Participant to, any of the entities comprising the Antibe Group for any reason whatsoever including, without limitation, retirement, resignation or involuntary termination (with or without cause), as determined by the Board in its sole discretion, before all of the awards respecting RSUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, (i) such Participant shall cease to be a Participant as of the Forfeiture Date, (ii) the former Participant shall forfeit all unvested awards respecting RSUs credited to the Participant's Account effective as at the Forfeiture Date, (iii) any Award Value corresponding to any vested RSUs remaining unpaid as of the Forfeiture Date shall be paid to the former Participant in accordance with Section 4.6, and (iv) the former Participant shall not be entitled to any further payment from this Plan.

Notwithstanding the preceding paragraph or anything else contained in this Plan to the contrary, unless otherwise determined by the Board or the Committee, or unless the Corporation and a Participant agree otherwise in an RSU Agreement or other written agreement (including an employment or consulting agreement), if a Participant shall cease to be a director or officer of or be in the employ of, or a consultant or other Participant to, any of the entities comprising the Antibe Group due to the death of the Participant, any unvested RSUs in the deceased Participant's Account effective as at the time of the Participant's death shall be deemed to have vested immediately prior to the Forfeiture Date with the result that the deceased Participant shall not forfeit any unvested RSUs and the Award Value corresponding to all RSUs credited to such Participant's Account shall be paid to the legal representative of the deceased former Participant's estate in accordance with Section 4.6 after receipt of satisfactory evidence of the Participant's death from the authorized legal representative of the deceased Participant.

Where a Vesting Date occurs on a date when a Participant is subject to a Black-Out Period, such Vesting Date shall be extended to a date which is within (10) ten business days following the end of such Black-Out Period, and further provided that (i) if any such extension would cause the Vesting Date or Vesting Dates to extend beyond the Expiry Date, the Expiry Date shall be extended to a date which is within ten (10) business days following such Expiry Date, and (ii) if a Forfeiture Date occurs in respect of a Participant after the original Vesting Date then any unvested RSUs credited to the Participant's Account effective as of the Forfeiture Date that would have vested as of the original Vesting Date but for the Black-Out Period, shall be deemed to have vested immediately prior to the Forfeiture Date, but, subject to subparagraph (i), the Award Value of any such-vested RSUs shall be determined as of the Vesting Date as so extended by the provisions above, and any payment thereof shall be made only after such determination.

This Plan does not confer upon a Participant any right with respect to continuation of employment by or service provision to any of the entities comprising the Antibe Group, nor does it interfere in any way with the right of the Participant or any of the entities comprising the Antibe Group to terminate the Participant's employment or service provision at any time.

#### **4.6 Payment in Respect of RSUs**

On the Vesting Date, the Corporation shall settle the Award Value payable in respect of an RSU by payment in Shares issued from the treasury of the Corporation.

Any amount payable to a Participant in respect of vested RSUs shall be paid to the Participant as soon as practicable following the Vesting Date and in any event within thirty (30) days of the Vesting Date and prior to the Outside Payment Date (provided that any amount payable with respect to a Vesting Date that occurs after the Forfeiture, but before the RSU has terminated in accordance with an applicable provision of Section 4.6, must occur not later than the Expiry Date).

Where the determination of the number of Shares to be delivered to a Participant in respect of a particular Vesting Date would result in the issuance of a fractional Share, the number of Shares deliverable on the Vesting Date shall be rounded down to the next whole number of Shares. No certificates representing fractional Shares shall be delivered pursuant to this Plan nor shall any cash amount be paid at any time in lieu of any such fractional interest.

### **ARTICLE V EFFECT OF CORPORATE EVENTS**

#### **5.1 Alterations in Shares**

Subject to Section 2.6, in the event:

- (a) of any change in the Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise; or
- (b) that any rights are granted to all or substantially all shareholders to purchase Shares at prices substantially below Fair Market Value; or
- (c) that, as a result of any recapitalization, merger, consolidation or other transaction, the Shares are converted into or exchangeable for any other securities or property;

then the Board may make such adjustments to this Plan, to any RSUs and to any RSU Agreements outstanding under this Plan as the Board may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of amounts to be paid to Participants hereunder.

#### **5.2 Merger and Sale, etc.**

Except in the case of a transaction that is a Change of Control and to which Section 5.3 applies, if the Corporation enters into any transaction or series of transactions whereby the Corporation or all or substantially all of the assets would become the property of any other trust, body corporate, partnership or other person (a "**Successor**"), whether by way of takeover bid,

acquisition, reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, prior to or contemporaneously with the consummation of such transaction the Corporation and the Successor will execute such instruments and do such things as the Board or the Committee may determine are necessary to establish that upon the consummation of such transaction the Successor will assume the covenants and obligations of the Corporation under this Plan and the RSU Agreements outstanding on consummation of such transaction. Any such Successor shall succeed to, and be substituted for, and may exercise every right and power of the Corporation under this Plan and RSU Agreements with the same effect as though the Successor had been named as the Corporation herein and therein and thereafter, the Corporation shall be relieved of all obligations and covenants under this Plan and such RSU Agreements and the obligation of the Corporation to the Participants in respect of the RSUs shall terminate and be at an end and the Participants shall cease to have any further rights in respect thereof including, without limitation, any right to acquire Shares upon vesting of the RSUs. To the extent commercially reasonable, any such adjustment, substitution or replacement in respect of a grant of RSUs to a Canadian Employee Participant as a result of a transaction or series of transactions contemplated by this Section 5.2 shall be made in compliance with the provisions of subsection 7(1.4) of the Tax Act.

### **5.3 Change of Control**

Notwithstanding any other provision in this Plan but subject to any provision to the contrary contained in an RSU Agreement or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if there takes place a Change of Control, all issued and outstanding RSUs shall vest (whether or not then vested) and the Vesting Date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board or the Committee, in its absolute discretion, prior to the time such Change of Control takes place.

## **ARTICLE VI GENERAL**

### **6.1 Compliance with Laws**

The Corporation, in its sole discretion, may postpone the issuance or delivery of any Shares that it elects to issue pursuant to any RSU to such date as the Committee may consider appropriate, and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Shares in compliance with applicable laws, rules and regulations, except that in no event may the issuance of such Shares in respect of a RSU occur after the Outside Payment Date. The Corporation shall not be required to qualify for resale pursuant to a prospectus or similar document any Shares that it elects to issue pursuant to the Plan, provided that, if required, the Corporation shall notify the Exchange and any other appropriate regulatory bodies in Canada and the United States of the existence of the Plan and the granting of RSUs hereunder in accordance with any such requirements.

### **6.2 General Restrictions and Assignment**

Except as required by law, the rights of a Participant hereunder are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

The rights and obligations hereunder may be assigned by the Corporation to a Successor to the business of the Corporation.

### **6.3 Market Fluctuations**

No amount will be paid to, or in respect of, a Participant under this Plan to compensate for a downward fluctuation in the price of Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Plan will be unfunded.

The Corporation makes no representations or warranties to Participants with respect to this Plan or the RSUs whatsoever. Participants are expressly advised that the value of any RSUs and Shares under this Plan will fluctuate as the trading price of Shares fluctuates.

In seeking the benefits of participation in this Plan, a Participant agrees to exclusively accept all risks associated with a decline in the market price of Shares and all other risks associated with the holding of RSUs.

### **6.4 No Shareholder Rights**

Until Shares have actually been issued and delivered should the Corporation elect to so issue Shares in accordance with the terms of the Plan, a Participant to whom RSUs have been granted shall not possess any incidents of ownership of such Shares including, for greater certainty and without limitation, the right to receive dividends, if any, on such Shares and the right to exercise voting rights in respect of such Shares.

### **6.5 Section 409A**

This Plan and benefits provided to U.S. Participants Plan are intended to comply with the short-term deferral exception under Section 409A of the Code and the regulations and other interpretative guidance promulgated thereunder, as in effect from time to time. Terms defined in this Plan shall have the meanings given to such terms under Section 409A of the Code if and to the extent required to comply with Section 409A. Notwithstanding any other provision of this Plan, the Corporation reserves the right, to the extent it deems necessary or advisable, in its sole discretion, to unilaterally amend the Plan to ensure that all RSUs issued to U.S. Participants are awarded in a manner that qualifies for exemption from, or complies with, Section 409A, provided, however, that the Corporation makes no undertaking to preclude Section 409A from applying to an award of RSUs, and the U.S. Participant or his or her estate, as the case may be, is and shall at all times be solely responsible for the payment of all taxes and penalties under Section 409A. The Corporation, its affiliates, directors, officers and agents shall have no liability to a U.S. Participant, or any other party, if an RSU that is intended to be exempt from, or compliant with, Section 409A is not so exempt or compliant, or for any action taken by the Committee.

### **6.6 Governing Law**

The validity, construction and effect of this Plan and any actions taken or relating to this Plan shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**6.7 Currency**

All amounts paid or values to be determined under this Plan shall be in Canadian dollars.

**6.8 Severability**

The invalidity or unenforceability of any provision of this document shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this document.

**6.9 Effective Time**

This Plan shall be effective as of May 22, 2019.