



Court File No. CV-23-00711401-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

TUESDAY, THE 17TH

JUSTICE OSBORNE

)

DAY OF SEPTEMBER, 2024

)

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF CONTRACT PHARMACEUTICALS LIMITED, GLASSHOUSE
PHARMACEUTICALS LLC AND 1000834899 ONTARIO INC.**

Applicants

CCAA TERMINATION ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order (this "**Order**"), among other things, (i) approving the Fifth Report and the Sixth Report (each as defined below) of KSV Restructuring Inc. ("**KSV**"), in its capacity as the court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), and the activities and conduct of the Monitor prior to or as of the date of this Order, including as described in the Fifth Report and the Sixth Report, (ii) approving the fees and disbursements of the Monitor and the Monitor's legal counsel, Cassels Brock & Blackwell LLP ("**Cassels**"), as described in the Sixth Report and the affidavits attached thereto sworn in support thereof, (iii) terminating these CCAA proceedings and discharging the Monitor effective as at the CCAA Termination Time (as defined below), and (iv) granting certain related relief, was heard this day by videoconference.

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ON READING the Notice of Motion of the Applicants, the Fifth Report and the Sixth Report, the affidavit of Noah Goldstein sworn September 11, 2024 and the exhibits thereto, and the affidavit of Ryan Jacobs sworn September 9, 2024 and the exhibits thereto, and on hearing the submissions of counsel for the Applicants and counsel for the Monitor, and such other counsel as were present, no one else appearing although duly served.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Amended and Restated Initial Order of this Court dated December 22, 2023 (the “**ARIO**”), the Ancillary Relief Order of this Court dated April 17, 2024 (the “**Ancillary Relief Order**”) or the Terminated Employee Fund Order of this Court dated April 17, 2024 (the “**Terminated Employee Fund Order**”), as applicable.

TERMINATION OF CCAA PROCEEDINGS

3. **THIS COURT ORDERS** that upon service by the Monitor of an executed certificate in substantially the form attached hereto as Schedule “A” (the “**Monitor’s Certificate**”) on the Service List certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any further act or formality (the “**CCAA Termination Time**”); provided,

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however, that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any Person in accordance therewith.

4. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the Monitor's Certificate with the Court as soon as reasonably practicable following service thereof on the Service List.

5. **THIS COURT ORDERS** that the Administration Charge and the Directors' Charge shall be and are hereby terminated, released and discharged at the CCAA Termination Time without any further act or formality.

DISCHARGE OF MONITOR AND RELATED AUTHORIZATIONS

6. **THIS COURT ORDERS** that effective at the CCAA Termination Time, KSV shall be and is hereby discharged from its duties as the Monitor in these CCAA proceedings and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, KSV shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required ("**Monitor Incidental Matters**").

7. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, any and all rights, approvals, releases and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, the Ancillary Relief Order, the Terminated Employee Fund Order, any other order of

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this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed from and after the CCAA Termination Time, including in connection with any Monitor Incidental Matters.

RELEASES

8. **THIS COURT ORDERS** that upon the CCAA Termination Time, the Monitor and its affiliates, officers, directors, employees, legal counsel and agents (collectively, the “**Released Parties**” and each a “**Released Party**”) shall be and are hereby forever released and discharged from any and all claims that any Person may have or be entitled to assert against any of the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of, these CCAA proceedings or with respect to their respective conduct in these CCAA proceedings (collectively, the “**Released Claims**”), and any such Released Claims are hereby irrevocably and forever released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability that is finally determined by a court of competent jurisdiction to have constituted gross negligence or wilful misconduct on the part of the applicable Released Party.

9. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any of the Released Parties in any way arising from or related to these CCAA proceedings except with prior leave of this Court on not less than fifteen (15) days prior written notice to the applicable Released Party and upon further order securing, as security for costs, the full indemnity costs of

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the applicable Released Party in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES

10. **THIS COURT ORDERS** that the Fifth Report of the Monitor dated June 10, 2024 (the “**Fifth Report**”), the Sixth Report of the Monitor dated September 11, 2024 (the “**Sixth Report**”), and the activities and conduct of the Monitor up to and including the date hereof in relation to the Applicants and these CCAA proceedings (including as described in the Fifth Report and the Sixth Report) are hereby ratified and approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

11. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and Cassels, as set out in the Sixth Report, be and are hereby approved.

12. **THIS COURT ORDERS** that the Fee Accrual as defined and set out in the Sixth Report for the Monitor and Cassels in connection with the completion of the Monitor's remaining duties in these CCAA proceedings be and is hereby approved. In the event the fees and disbursements of the Monitor and Cassels exceed the Fee Accrual, the Monitor, on behalf of the Applicants, is authorized to pay such additional amounts from the Administrative Expense Reserve (as defined in the Agreement), without further application to this Court for approval of such fees.

EXTENSION OF STAY PERIOD

13. **THIS COURT ORDERS** that the Stay Period be and is hereby extended to and including the earlier of (i) the CCAA Termination Time, and (ii) such other date as this Court may order.

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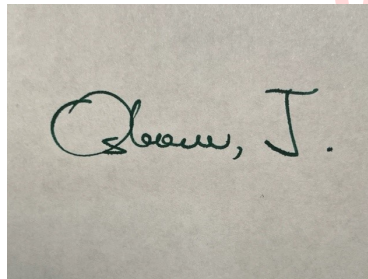
GENERAL

14. **THIS COURT ORDERS** that the Applicants or the Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to any matters arising from or under this Order, or the interpretation thereof.

15. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date hereof and is enforceable without any need for entry and filing.

A rectangular box containing a handwritten signature in dark ink, which appears to read "Osborne, J.".

Digitally
signed by
Osborne J.

Date:

2024.09.17

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**SCHEDULE “A”
FORM OF MONITOR’S CERTIFICATE**

Court File No. CV-23-00711401-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT
ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CONTRACT PHARMACEUTICALS LIMITED, GLASSHOUSE PHARMACEUTICALS
LLC AND 1000834899 ONTARIO INC.**

MONITOR’S CERTIFICATE

RECITALS

- A. KSV Restructuring Inc. (“**KSV**”) was appointed as the Monitor of the Applicants in the within proceedings commenced under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 15, 2023 (as amended and restated, the “**Initial Order**”).
- B. Pursuant to an Order of this Court dated September 17, 2024 (the “**CCAA Termination Order**”), among other things, KSV will be discharged as the Monitor and the CCAA proceedings shall be terminated upon the service of this Monitor’s Certificate on the Service List, all in accordance with the terms of the CCAA Termination Order.
- C. Unless otherwise indicated herein, capitalized terms used in this Monitor’s Certificate shall have the meaning given to them in the Initial Order or the CCAA Termination Order, as applicable.

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THE MONITOR CERTIFIES that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings (Court File No. CV-23-00711401-00CL), have been completed to the satisfaction of the Monitor.

ACCORDINGLY, the CCAA Termination Time has occurred.

DATED at Toronto, Ontario this _____ day of _____, 2024.

KSV RESTRUCTURING INC., in its capacity as
Court-appointed Monitor of the Applicants, and
not in its personal or corporate capacity

Per: _____

Name:

Title:

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
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AND 1000834899 ONTARIO INC.**

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

CCAA TERMINATION ORDER

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