



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) FRIDAY, THE 22<sup>nd</sup>  
 )  
JUSTICE PENNY ) DAY OF DECEMBER, 2023  
 )

**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, CPL CANADA HOLDCO LIMITED, CONTRACT  
PHARMACEUTICALS LIMITED CANADA, GLASSHOUSE  
PHARMACEUTICALS LIMITED CANADA, AND  
GLASSHOUSE PHARMACEUTICALS LLC**

(the “Applicants”)

**SISP APPROVAL ORDER**

**THIS MOTION**, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, *inter alia*, approving the Sale and Investment Solicitation Process in the form attached hereto as Schedule “A” (the “SISP”) and certain related relief, was heard this day by videoconference via Zoom.

**ON READING** the affidavit of Jan Sahai sworn December 14, 2023, and the Exhibits thereto, and the pre-filing report dated December 14, 2023, of the proposed monitor, KSV Restructuring Inc. (“KSV”), and the first report of KSV as the Court-appointed monitor of the Applicants (in such capacity, the “Monitor”) dated December 20, 2023 (the “First Report”), and on hearing the submissions of counsel for the Applicants, counsel for KSV, counsel for Deerfield Private Design Fund IV, L.P. and Deerfield Private Design Fund III, L.P., counsel for Royal Bank of Canada, and counsel for Export Development Canada, and the other parties listed on the counsel slip,

## **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 in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Initial Order of this Court dated December 22, 2023 (the “**ARIO**”), or the SISP, as the case may be.

## **SALE AND INVESTMENT SOLICITATION PROCESS**

3. **THIS COURT ORDERS** that the SISP is hereby approved and the Applicants and the Monitor are hereby authorized and directed to implement the SISP pursuant to the terms thereof. The Applicants, the Financial Advisor and the Monitor are hereby authorized and directed to do all things reasonably necessary to perform their respective obligations thereunder, subject to prior approval of the Court being obtained before completion of any transaction(s) under the SISP.

4. **THIS COURT ORDERS** that the Applicants, the Financial Advisor, the Monitor, and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of any such person (with respect to such person alone), in performing their obligations under the SISP, as determined by this Court in a final order that is not subject to appeal or other review.

5. **THIS COURT ORDERS** that in overseeing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of this Court in the within proceeding.

6. **THIS COURT ORDERS** that the Applicants and the Monitor may from time to time apply to this Court for advice and directions in connection with the SISP or the implementation thereof.

### **PIPEDA**

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Applicants, the Monitor and their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants that are party to a non-disclosure agreement (each, a “**SISP Participant**”) and their respective advisors personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the SISP (a “**Transaction**”). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Applicants, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Applicants or the Monitor. Any bidder with a Successful Bid shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or the Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other

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

## GENERAL

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

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals and 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.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto Time) on the date of this Order without the need for entry or filing.

  
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**SCHEDULE “A”**

**SALE AND INVESTMENT SOLICITATION PROCESS**

**[ATTACHED]**

## Sale and Investment Solicitation Process for Contract Pharmaceuticals Limited

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1. On December 15, 2023, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order (the “**Initial Order**”), among other things: (i) granting Contract Pharmaceuticals Limited, CPL Canada Holdco Limited, Contract Pharmaceuticals Limited Canada, Glasshouse Pharmaceuticals Limited Canada (“**Glasshouse Canada**”), and Glasshouse Pharmaceuticals LLC (collectively, the “**Applicants**”) relief pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”); and (ii) approving the Applicants’ ability to borrow under an interim debtor-in-possession financing facility pursuant to a DIP Financing Term Sheet dated December 14, 2023 (the “**DIP Agreement**”) with Deerfield Private Design Fund IV, L.P. (“**DPDF IV**”), as agent for itself and Deerfield Private Design Fund III, L.P. (together in such capacity, the “**DIP Lender**”) providing borrowings of up to US\$6,000,000 (the “**DIP**”).
2. On December 22, 2023, the Court granted: (i) an order amending and restating the Initial Order (the “**ARIO**”); and (ii) an order (the “**SISP Approval Order**”) that, among other things, authorized the Applicants to implement a sale and investment solicitation process (“**SISP**”) in accordance with the terms hereof. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the ARIO or the SISP Approval Order, as applicable. Copies of the ARIO and the SISP Approval Order can be found at the following URL: <https://www.ksvadvisory.com/experience/case/cpl> (the “**Monitor’s Website**”).
3. This SISP sets out the manner in which: (a) binding bids for a refinancing, sale or other strategic investment or transaction involving the business, assets and/or equity of the Applicants (the “**Opportunity**”), will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought.
4. The SISP shall be conducted by the Applicants with the assistance of SSG Capital Advisors, LLC (in such capacity, the “**Financial Advisor**”) under the oversight of KSV Restructuring Inc. in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”).
5. Parties who wish to have their bids considered must participate in the SISP.
6. The Applicants, with the assistance of the Financial Advisor and under the oversight of the Monitor, will:
  - (a) disseminate marketing materials and a process letter (which letter shall, among other things, direct recipients to the Monitor’s Website for a copy of this SISP) to potentially interested parties identified by the Applicants, with the assistance of the

Financial Advisor and in consultation with the Monitor and the DIP Lender, or any other interested party who contacts the Applicants, the Financial Advisor or the Monitor;

- (b) solicit interest from interested parties with a view to such parties entering into non-disclosure agreements (each an “**NDA**”) (parties shall only obtain access to the virtual data room (the “**VDR**”) and be permitted to participate in the SISP if they execute an NDA, in form and substance satisfactory to the Applicants; provided that those parties that have already executed an NDA with the Applicants shall not be required to execute a further NDA provided that such prior NDA has not expired or will not expire during the SISP);
  - (c) provide interested parties who have executed an NDA with: (i) a confidential information memorandum in respect of the Opportunity; and (ii) access to the VDR containing diligence information in respect of the Opportunity and such other diligence opportunities as the Applicants, with the assistance of the Financial Advisor and in consultation with the Monitor, consider advisable;
  - (d) request that interested parties submit a non-binding letter of intent (“**LOI**”) that meets the requirements set forth in Section 8 below by the LOI Deadline (as defined below); and
  - (e) request that such parties submit a binding offer that meets at least the requirements set forth in Section 9 below, as determined by the Applicants, in consultation with the Monitor (each a “**Qualified Bid**”), by the Qualified Bid Deadline (as defined below).
7. The SISP shall be conducted subject to the terms hereof and the following key milestones, which milestones may be extended by the Applicants, in consultation with the Monitor (provided that in the case of any extension by more than three days for any individual milestone, or seven days in the aggregate, or for any extension of the Outside Date, the consent of the DIP Lender shall also be required):
- (a) the Court issues the SISP Approval Order approving the SISP – by no later than December 22, 2023;
  - (b) the Applicants, with the assistance of the Financial Advisor, commence the solicitation process by no later than January 8, 2024, it being understood that the Applicants and the Financial Advisor, in consultation with the Monitor, shall be at liberty to provide marketing materials and commence discussions with interested parties prior to such date as they consider appropriate;
  - (c) deadline to submit a non-binding LOI – by no later than 2:00 p.m. (Toronto time) on February 8, 2024 (the “**LOI Deadline**”);
  - (d) deadline to submit a Qualified Bid – by no later than 2:00 p.m. (Toronto time) on February 29, 2024 (the “**Qualified Bid Deadline**”);

- (e) deadline to select a Qualified Bid as the successful bid (the “**Successful Bid**”) – by no later than 2:00 p.m. (Toronto time) on March 12, 2024;
  - (f) Approval Order (as defined below) hearing – by no later than March 22, 2024, subject to Court availability; and
  - (g) closing of the Successful Bid – as soon thereafter as possible and, in any event, by no later than April 30, 2024 (the “**Outside Date**”).
8. Any interested party who wishes to submit an LOI in the SISP must submit an LOI that complies with the following criteria (it being understood that the Applicants, in consultation with the Monitor, may waive strict compliance with any one or more of the requirements specified below):
- (a) it sets forth the identity of the interested party, including its contact information, full disclosure of its direct and indirect principals and equity holders, and information as to the interested party’s financial wherewithal to complete a transaction pursuant to the SISP;
  - (b) it sets forth the principal terms of the proposed transaction, including: (i) the nature of the proposed transaction (e.g. refinancing, sale, investment, etc.); (ii) the purchase price or other consideration offered in connection with the transaction, including material assumed liabilities; (iii) a description of any conditions or approvals required and any additional due diligence required for the interested party to make a final binding bid; (iv) all conditions to closing that the interested party may wish to impose on the closing of the transaction; (v) proposed treatment of the Applicants’ employees; (vi) any other terms or conditions that the interested party believes are material to the transaction; and (vii) any other information as may be reasonably requested by the Applicants, in consultation with the Monitor; and
  - (c) it is received by the Applicants and the Monitor by no later than the LOI Deadline at the email addresses specified on Schedule “A” hereto.
9. In order to constitute a Qualified Bid, a bid must comply with the following:
- (a) it provides for consideration, payable in full on closing of the Transaction (the “**Consideration Value**”), and provides a detailed sources schedule that identifies, with specificity, the composition of the Consideration Value and any assumptions that could reduce the net consideration payable including details of any material liabilities that are being assumed or being excluded;
  - (b) as part of the Consideration Value, it provides cash consideration sufficient to pay on closing: (i) any obligations in connection with the charges granted by the Court in the Applicants’ CCAA proceedings and any obligations in priority thereto; and (ii) the amount necessary to fund a wind-up of the Applicants’ CCAA proceedings and any further proceedings or wind-up costs in respect of the Applicants;
  - (c) it contemplates closing of the Transaction by not later than the Outside Date;



- (d) it contains:
  - (i) duly executed binding Transaction document(s);
  - (ii) the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s);
  - (iii) a redline to the form of any transaction agreement made available by the Applicants in the VDR;
  - (iv) evidence of authorization and approval from the bidder's board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder's equityholder(s);
  - (v) disclosure of any past or current connections or agreements with the Applicants, any known, potential, prospective bidder participating in the SISP, or any current or former officer, manager, director, member or known current or former equity security holder of any of the Applicants; and
  - (vi) such other information as may be reasonably requested by the Applicants or the Monitor;
- (e) it includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until closing of the Successful Bid; provided, that if such bid is not selected as the Successful Bid or as the next-highest or otherwise best Qualified Bid as compared to the Successful Bid (such bid, the "**Back-Up Bid**") it shall only remain irrevocable until selection of the Successful Bid;
- (f) it provides that the bid will serve as a Back-Up Bid if it is not selected as the Successful Bid and if selected as the Back-Up Bid it will remain irrevocable until the earlier of: (i) closing of the Successful Bid; or (ii) closing of the Back-Up Bid;
- (g) it provides written evidence of the bidder's ability to fully fund and consummate the Transaction and satisfy its obligations under the Transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full Consideration Value and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the bidder in connection with the Successful Bid;
- (h) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
- (i) it is not conditional upon:
  - (i) approval from the bidder's board of directors (or comparable governing body) or equityholder(s);

- (ii) the outcome of any due diligence by the bidder; or
- (iii) the bidder obtaining financing;
- (j) it includes an acknowledgment and representation that the bidder: (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid; (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Applicants, the Financial Advisor, the Monitor and their respective employees, officers, directors, agents, advisors (including legal counsel) and other representatives, regarding the proposed Transaction, this SISP, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed Transaction documents; (iii) is making its bid on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Applicants, the Financial Advisor, the Monitor or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed Transaction documents; (iv) is bound by this SISP and the SISP Approval Order; and (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or its bid;
- (k) it specifies any regulatory or other third-party approvals the bidder anticipates would be required to complete the Transaction (including the anticipated timing necessary to obtain such approvals);
- (l) it includes full details of the bidder’s intended treatment of the Applicants’ stakeholders under or in connection with the proposed bid, including the Applicants’ secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and equity holders;
- (m) it is accompanied by a cash deposit (the “**Deposit**”) by wire transfer of immediately available funds in an amount equal to at least 10% of the Consideration Value, which Deposit shall be retained by the Monitor in an interest-bearing trust account in accordance with the terms hereof;
- (n) it includes a statement that the bidder will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed Transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and
- (o) it is received by the Applicants, with a copy to the Financial Advisor and the Monitor, by the Qualified Bid Deadline at the email addresses specified on Schedule “A” hereto.

10. The Applicants, in consultation with the Financial Advisor, the Monitor and the DIP Lender, may in their sole discretion waive compliance with any one or more of the requirements specified in Section 9 above and deem a non-compliant bid to be a Qualified Bid, provided that the Applicants shall not waive compliance with the requirements specified in subsections 9(b) or 9(c) without the consent of the DIP Lender.
11. If one or more Qualified Bids has been received by the Applicants on or before the Qualified Bid Deadline, the Applicants, with the assistance of the Financial Advisor and in consultation with the Monitor and the DIP Lender, may:
  - (a) negotiate with one or more of the bidders who submitted a Qualified Bid, including requesting that such bidder improve or otherwise modify the terms of its Qualified Bid (and any such improved or modified Qualified Bid submitted by a bidder shall be deemed to be a Qualified Bid hereunder for all purposes);
  - (b) (x) considering the factors set out in Section 9 of the SISP and, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the value of any assumption of liabilities or release of liabilities not otherwise accounted for in (i) above, (iii) the likelihood of the bidder's ability to close a Transaction by not later than the Outside Date (including factors such as: the Transaction structure and execution risk; conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals), (iv) the likelihood of the Court's approval of the Successful Bid, (v) the benefit to the Applicants and their stakeholders, and (vi) any other factors the directors or officers of Applicants may, consistent with their fiduciary duties, reasonably deem relevant (collectively, the "**Consideration Factors**"); and (y) designate any Qualified Bid received to be the highest or otherwise best bid in the SISP (as may be designated pursuant to this subsection 11(b), the "**Successful Bid**" and the bidder making such bid, the "**Successful Bidder**"); or
  - (c) having regard to the Consideration Factors, designate any Qualified Bid received as the Back-Up Bid.
12. Except to the extent otherwise authorized by the Court, notwithstanding any other provision hereof no bid may be designated as a Successful Bid or Back-up Bid unless (x) it will pay out in cash on closing all principal, interest, fees and costs outstanding under the facility agreement dated as of December 6, 2018, between Glasshouse Canada, as borrower, DPDF IV, as administrative agent, and the lenders and guarantors party thereto (as amended, modified, supplemented and scheduled from time to time, the "**Facility Agreement**") or (y) it is consented to by DPDF IV.
13. Following selection of the Successful Bid, if any, the Applicants, with the assistance of their advisors, and in consultation with the Monitor and the DIP Lender, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in Section 7. Once the necessary definitive

agreement(s) with respect to a Successful Bid have been finalized, as determined by the Applicants in consultation with the Monitor, the Applicant shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Applicants to complete the transactions contemplated thereby, as applicable, and authorizing the applicable Applicants to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the Transaction contemplated in such Successful Bid (each, an “**Approval Order**”). If the Successful Bid is not consummated in accordance with its terms, the Applicant shall be authorized, but not required, to elect that the Back-Up Bid (if any) is the Successful Bid.

14. The highest Qualified Bid may not necessarily be accepted by the Applicants. The Applicants, with the written consent of the Monitor and the DIP Lender, reserve the right not to accept any Qualified Bid or to otherwise terminate the SISP. The Applicants, with the written consent of the Monitor, reserve the right to deal with one or more bidders to the exclusion of others, to accept a Qualified Bid for different parts of the Opportunity or to accept multiple Qualified Bids and enter into definitive agreements in respect of all such bids.
15. If a Successful Bid is selected and an Approval Order authorizing the consummation of the Transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the Transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid will be returned to the applicable bidder by the Monitor as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the Successful Bid is approved pursuant to an Approval Order or such earlier date as may be determined by the Applicants, with the consent of the Monitor; provided, the Deposit in respect of any Back-Up Bid shall not be returned to the applicable bidder until the closing of the Successful Bid.
16. The Applicants and the Monitor shall be permitted, in their discretion, to provide general updates and information in respect of the SISP to any creditor (each a “**Creditor**”) and its legal and financial advisors, if applicable, on a confidential basis, upon: (a) the irrevocable confirmation in writing from such Creditor that it will not submit any bid in the SISP; and (b) such Creditor executing a confidentiality agreement or undertaking with the Applicants in form and substance satisfactory to the Applicants and the Monitor. The DIP Lender and DPDF IV have irrevocably confirmed that they will not submit any bid in the SISP (provided that they may credit bid following the termination of the SISP), and as such the Applicant and Monitor shall consult and provide all information (subject to solicitor-client privilege) in respect of the SISP to the DIP Lender and its legal and financial advisors.
17. Any amendments to this SISP may only be made by the Applicants with the written consent of the Monitor and the DIP Lender or by further order of the Court.

18. Any secured lender of the Applicants shall have the right to credit bid their secured debt against the assets secured thereby up to the full face value of such secured lender's claims, including principal, interest and any other obligations owing to such secured lender; provided that any such secured lender shall be required to: (i) pay in full in cash any obligations of the Applicants in priority to its secured debt (including as contemplated by subsection 9(b) hereof); and (ii) pay appropriate consideration for any assets of the Applicants which are contemplated to be acquired and that are not subject to such secured lender's security; provided, however, that the DIP Lender and DPDF IV have confirmed they shall not credit bid unless and until the SISP is terminated.
19. The Applicants, following consultation with the Monitor and the DIP Lender, may at any time prior to the Qualified Bid Deadline bring a motion in the CCAA proceedings for approval of a 'stalking horse' bid in the SISP.
20. The Monitor will oversee the conduct of the SISP and, without limitation to that supervisory role, the Monitor will participate in the SISP in the manner set out herein and in the SISP Approval Order, and is entitled to receive all information in relation to the SISP.

**SCHEDULE “A”: E-MAIL ADDRESSES FOR DELIVERY OF BIDS**

To the counsel for the Applicants:

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and with a copy to the Monitor and legal counsel to the Monitor:

[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com); [rjacobs@cassels.com](mailto:rjacobs@cassels.com); [jbellissimo@cassels.com](mailto:jbellissimo@cassels.com).

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

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

**AND IN THE MATTER OF AND IN THE MATTER OF A PLAN OF COMPROMISE  
OR ARRANGEMENT OF CONTRACT PHARMACEUTICALS LIMITED, CPL  
CANADA HOLDCO LIMITED, CONTRACT PHARMACEUTICALS LIMITED  
CANADA, GLASSHOUSE PHARMACEUTICALS LIMITED CANADA, AND  
GLASSHOUSE PHARMACEUTICALS LLC**

Applicants

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

**SISP APPROVAL ORDER**

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