



Court File No. CV-23-711401-00CL

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

THE HONOURABLE

)

WEDNESDAY, THE 17TH DAY

JUSTICE W.D. BLACK

)

OF APRIL, 2024

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**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**")

TERMINATED EMPLOYEE FUND 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, *inter alia*, approving the Terminated Employee Fund Escrow Agreement substantially in the form attached hereto as **Schedule "A"** (as may be amended, the "**Terminated Employee Fund Escrow Agreement**") to be entered into by and between AIP Elixir Buyer Inc., as depositor ("**Depositor**") and KSV Restructuring Inc., in its capacity as Court-appointed Monitor of the Applicants (in such capacity, the "**Monitor**"), as escrow agent ("**Escrow Agent**"), in connection with the transaction (the "**Transaction**") contemplated by the Share Purchase Agreement (as amended and as may be further amended, the "**Agreement**") between Contract Pharmaceuticals Limited, as seller, and AIP Elixir Buyer Inc., as buyer ("**Buyer**"), dated as of March 30, 2024, was heard this day by videoconference.

ON READING the Motion Record and Supplementary Motion Records of the Applicants, including the affidavits of Jan Sahai sworn April 3, April 9 and April 12, 2024, and the Third and Fourth Reports of the Monitor dated April 9 and April 15, 2024, respectively, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, 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 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 herein 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 all capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Agreement or the Terminated Employee Fund Escrow Agreement, as applicable.

TERMINATED EMPLOYEE FUND APPROVALS AND RELATED RELIEF

3. **THIS COURT ORDERS AND DECLARES** that the Terminated Employee Fund Escrow Agreement, substantially in the form attached hereto as **Schedule “A”**, is hereby approved, with such minor amendments as may be agreed to among the Applicants, the Buyer and the Monitor.
4. **THIS COURT ORDERS AND DECLARES** that the only persons who are eligible to receive a Hardship Benefit under the Terminated Employee Fund Escrow Agreement are the

Terminated Employees. Forthwith following the Effective Time (as defined below): (a) the Monitor, in consultation with the Applicants and the Buyer, shall compile a list of the Terminated Employees, which list shall be determinative in establishing the “Terminated Employees” for the purposes of this Order and the Terminated Employee Fund Escrow Agreement, which for greater certainty shall be comprised of the Terminated Employees as defined in the Agreement; and (b) the Applicants shall provide the Monitor with all employment and payroll information for the Terminated Employees necessary for the Monitor to calculate and determine such Terminated Employees’ Hardship Benefits in accordance with the terms of the Terminated Employee Fund Escrow Agreement.

5. **THIS COURT ORDERS AND DECLARES** that the application process for the Hardship Benefit under the Terminated Employee Fund Escrow Agreement substantially as described at **Schedule “B”** to this Order, and the related forms appended thereto, including the Application Form to be completed and submitted and the form of Terminated Employee Release Agreement to be executed by Terminated Employees, are hereby approved.

6. **THIS COURT ORDERS AND DECLARES** that, without limiting the generality of the foregoing paragraphs 3 through 5, in order to be entitled to the payment of a Hardship Benefit from the Terminated Employee Fund, a Terminated Employee shall be required to (a) submit a completed and signed Application Form to the Monitor and (b) execute and deliver a Terminated Employee Release Agreement to the Monitor, in each case on or before the Hardship Benefit Application Deadline, failing which such Terminated Employee shall be forever barred from

receiving any Hardship Benefit under, and shall have no further right or entitlement under or in connection with, the Terminated Employee Fund.

7. **THIS COURT ORDERS** that the Monitor shall post a notice of the Hardship Benefit Application Deadline on the Monitor's website forthwith following the determination of same.

8. **THIS COURT ORDERS** that the Monitor shall calculate the amount of each Terminated Employee's Hardship Benefit in accordance with Section 2.1 of the Terminated Employee Fund Escrow Agreement and the Monitor's calculation of the Hardship Benefit for each Terminated Employee shall be final, binding and non-appealable.

9. **THIS COURT ORDERS AND DECLARES** that any Hardship Benefit paid to a Terminated Employee pursuant to the Terminated Employee Fund Escrow Agreement shall be subject to all applicable withholdings, taxes and deductions as may be required by law, and the Terminated Employee shall be responsible for all tax liability resulting from the receipt of all or any portion of the Hardship Benefit.

10. **THIS COURT DECLARES** that any Hardship Benefit paid to a Terminated Employee from the Terminated Employee Fund is a gratuitous payment offered by a third party with no relationship whatsoever to the Terminated Employee, and meant to provide financial assistance to Terminated Employees whose employment has or will be terminated in connection with these CCAA proceedings.

11. **THIS COURT ORDERS AND DECLARES** that that the Terminated Employee Fund Amount shall not constitute property of the Applicants, ResidualCo or their respective estates.

12. **THIS COURT ORDERS AND DECLARES** that the Monitor shall, as soon as reasonably practicable after the Hardship Benefit Determination Date, (a) make any required distribution of Hardship Benefits, and (b) deliver the Residual Balance, if any, to the Depositor or any other Person designated in a written direction of the Depositor, in each case in accordance with the Terminated Employee Fund Escrow Agreement and this Order.

13. **THIS COURT ORDERS AND DECLARES** that the Residual Balance, if any, shall constitute the sole and exclusive property of the Depositor and no Terminated Employee shall have any right, title or interest therein.

14. **THIS COURT ORDERS AND DECLARES** that if clearance from Employment and Social Development Canada to make the Hardship Benefit payments is not obtained within 120 days following the Closing Date (or such later date agreed to in writing by the Depositor and the Escrow Agent, each in its sole discretion), then the entire Terminated Employee Fund Amount shall be immediately repaid to the Depositor and no Terminated Employee shall be entitled to any Hardship Benefit, in each case in accordance with the Terminated Employee Fund Escrow Agreement.

MONITOR AUTHORIZATION

15. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to execute the Terminated Employee Fund Escrow Agreement on the Closing Date.

16. **THIS COURT ORDERS** that the Monitor is authorized to act as the Escrow Agent under the Terminated Employee Fund Escrow Agreement and to take all such steps as may be necessary

or incidental to carrying out such function, including as contemplated by the Terminated Employee Fund Escrow Agreement.

17. **THIS COURT ORDERS** that, without limitation to the terms of the ARIO and any other orders of this Court, the fees, costs and expenses of the Monitor (including in its capacity as Escrow Agent) and its counsel incurred in connection with carrying out the terms of this Order and the Terminated Employee Fund Escrow Agreement shall be paid from the Administrative Expense Reserve and shall be secured by the Administration Charge.

18. **THIS COURT DECLARES** that the Monitor shall incur no liability as a result of acting as Escrow Agent under the Terminated Employee Fund Escrow Agreement or carrying out the terms of this Order, including without limitation with respect to the determination of the list of Terminated Employees, the calculation of each Terminated Employee's Hardship Benefit, or the determination of each Terminated Employee's entitlement to the payment from the Terminated Employee Fund, other than any liability arising out of or in connection with any gross negligence or wilful misconduct of the Monitor.

19. **THIS COURT ORDERS AND DECLARES** that no action lies against the Monitor (including in its capacity as Escrow Agent) by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court, and that in acting as Escrow Agent, the Monitor shall have all of the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, and the Monitor and its counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the ARIO and any other Order of this Court, and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in carrying out of the provisions of this Order.

20. **THIS COURT ORDERS AND DECLARES** that the distribution of Hardship Benefits contemplated herein shall not constitute a “distribution” by the Monitor and the Monitor shall not constitute a “legal representative”, “representative” or a “responsible representative” of any of the Applicants, ResidualCo or the Buyer or “other person” for the purposes of Section 159 of the *Income Tax Act* (Canada), section 117 of the *Taxation Act, 2007* (Ontario), Section 270 of the *Excise Tax Act* (Canada), Sections 46 and 86 of the *Employment Insurance Act* (Canada), Section 22 of the *Retail Sales Tax Act* (Ontario), Section 107 of the *Corporations Tax Act* (Ontario), or any other similar federal, provincial or territorial tax legislation (collectively, the “**Statutes**”), and the Monitor, in causing or assisting the distribution of Hardship Benefits in accordance with this Order is not “distributing”, nor shall it be considered to have “distributed”, such funds for the purposes of the Statutes, and the Monitor shall not incur any liability under the Statutes for causing or assisting the distribution of Hardship Benefits in accordance with this Order or failing to withhold amounts, ordered or permitted hereunder, and the Monitor shall not have any liability for any of the Applicants’, ResidualCo’s or the Buyer’s tax liabilities, regardless of how or when such liabilities may have arisen, and is hereby forever released, remised and discharged from any claims against the Monitor under or pursuant to the Statutes or otherwise at law arising as a result of the distribution of Hardship Benefits contemplated in this Order, and any claims of such nature are hereby forever barred.

21. **THIS COURT ORDERS** that, pursuant to subsection 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or any similar provision of any applicable provincial legislation, the Applicants are authorized and permitted to disclose and transfer to the Monitor all human resources and payroll information in the Applicants’ records pertaining to the Terminated Employees. The Monitor shall maintain and protect the privacy of such information

and shall be entitled to use the personal information provided to it as necessary for purposes of performing its role as Escrow Agent under the Terminated Employee Fund Escrow Agreement.

DECLARATION RE: NON-EMPLOYER

22. **THIS COURT DECLARES** that the Buyer and the Monitor (including in its capacity as Escrow Agent) and each of their respective assignees and affiliates shall not be deemed to be an employer or a common, related or successor employer of any Terminated Employee as a result of funding or administering the Terminated Employee Fund Amount or otherwise as a result of any other matter pertaining to this Order or the Terminated Employee Fund Escrow Agreement, including carrying out the terms of this Order or the Terminated Employee Fund Escrow Agreement.

RELEASE

23. **THIS COURT ORDERS AND DECLARES** that, effective upon the receipt of the Terminated Employee Fund Amount by the Monitor as Escrow Agent (the “**Effective Time**”), each of the Buyer, the Applicants (excluding, for the avoidance of doubt, ResidualCo) and the Monitor and each of their respective direct and indirect affiliates, associates, subsidiaries and parents, and all of their respective past and present shareholders, partners, directors, officers, employees, contractors, consultants, agents, representatives, trustees, administrators, lawyers, and insurers (all of the foregoing being collectively referred to herein as the “**Releasees**”) be and are hereby released and forever discharged of and from all manner of actions, causes of action, suits, proceedings, obligations, liabilities, administrative complaints, contracts, claims and demands whatsoever in any jurisdiction which any of the Terminated Employees has, ever had or may have, against any of the Releasees by reason of any cause, matter or thing whatsoever existing up to the

Effective Time, or such later time as the Terminated Employee Fund Escrow Agreement is fully administered, whether known or unknown, foreseen or unforeseen, contingent or non-contingent, including all claims in law or equity and all claims for contribution or indemnity (collectively, “**Claims**” and each a “**Claim**”), and particularly and without limiting the generality of the foregoing, from all Claims of every nature and kind in any way related to or arising from: (a) a Terminated Employee’s engagement in any capacity with any of the Applicants or the termination of such engagement, whether as an employee or independent contractor, or from any employment or other agreement between a Terminated Employee and any of the Applicants, and specifically including all damages, salary, wages, remuneration, commission, vacation pay, overtime pay, termination pay, severance pay, taxes, notice of termination, change of control, retention or similar payments, benefits, profit-sharing, life, medical, pension or retiree benefits (contractual, statutory, common law or otherwise), employee stock options, equity-based compensation (including cashless exercise thereof) or other equity incentives, bonuses, proceeds of any insurance or disability plans, or any other fringe benefit, perquisite or compensation of any kind whatsoever; (b) the Transaction, including any Claim against the Buyer or any of its affiliates that such entity is, as a result of the Transaction, an employer of a Terminated Employee or a common, related or successor employer to any of the Applicants, or that any Terminated Employee was or is entitled to be employed or engaged in any capacity by the Buyer or the Applicants following the Effective Time; (c) the conduct of the restructuring proceedings of the Applicants under the CCAA; or (d) the administration of the Terminated Employee Fund under the Terminated Employee Fund Escrow Agreement, including by the Monitor in respect of its Escrow Agent responsibilities and functions under the Terminated Employee Fund Escrow Agreement and with respect to the funding or administration thereof or any payment made pursuant thereto; provided that nothing in this

paragraph 23 shall waive, discharge, release, cancel or bar any Claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA or is determined by a court of competent jurisdiction to have constituted actual fraud or wilful misconduct. Notwithstanding the foregoing, nothing in this paragraph 23 shall release or discharge: (i) any right of a Terminated Employee to continue receiving benefits from any insurer with respect to any previously filed claims by a Terminated Employee, all subject to the terms and conditions of the applicable plans, policies or programs and solely to the extent of available insurance without recourse to any of the Releasees by the insurer; and (ii) any right of a Terminated Employee to receive benefits from any governmental authority, including, without limitation, under or in respect of workers' compensation, the *Wage Earner Protection Program Act* (Canada), long-term disability insurance or employment insurance.

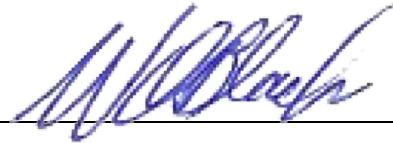
GENERAL

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

25. **THIS COURT DECLARES** that the Monitor and the Applicants shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order and, without limitation to the foregoing, an order under Chapter 15 of the United States Bankruptcy Code. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and/or the Monitor as may be deemed necessary or appropriate for that purpose.

26. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other 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, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to 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, the Monitor and their respective agents in carrying out the terms of this Order.

27. **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.



SCHEDULE "A"
TERMINATED EMPLOYEE FUND ESCROW AGREEMENT

Attached.

TERMINATED EMPLOYEE FUND ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated the [●] day of [●], 2024.

BETWEEN:

AIP ELIXIR BUYER INC.

(“**Depositor**”)

- and -

KSV RESTRUCTURING INC. solely in its capacity as Monitor of Contract Pharmaceuticals Limited *et al.* and not in its personal or corporate capacity

(“**Escrow Agent**”)

WHEREAS:

- A. The Applicants (as defined below) have commenced proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”).
- B. KSV Restructuring Inc. (“**KSV**”) was appointed as monitor (in such capacity, the “**Monitor**”) of the Applicants by the CCAA Court.
- C. Pursuant to the sale and investment solicitation process approved by the CCAA Court on December 22, 2023, Depositor and Contract Pharmaceuticals Limited entered into a share purchase agreement made as of March [●], 2024 (as may be amended, the “**Sale Agreement**”) whereby Depositor, an affiliate of Aterian Investment Partners IV, LP, has agreed to purchase all of the issued and outstanding shares in the capital of CPL Canada Holdco Limited (the “**Transaction**”).
- D. In accordance with the terms of the Sale Agreement, Depositor has agreed to fund to Escrow Agent an amount equal to CAD \$500,000¹ (the “**Terminated Employee Fund Amount**”), and, in accordance with this Escrow Agreement and the Terminated Employee Fund Order (as defined below), Escrow Agent will establish a fund (the “**Terminated Employee Fund**”) for the benefit of the Terminated Employees (as defined in the Sale Agreement). The Terminated Employee Fund is intended to provide financial assistance to such Terminated Employees on a gratuitous, without prejudice basis, subject to the limitations set forth and in accordance with the terms and conditions of this Escrow Agreement.

¹ **NTD:** This amount may be updated before signing if Buyer determines, in its sole and absolute discretion, to increase the fund.

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E. Pursuant to the Terminated Employee Fund Order granted on [April 12, 2024] (the “**Terminated Employee Fund Order**”), the Monitor was appointed to act as Escrow Agent for the purposes of this Escrow Agreement in accordance with the terms and conditions contained herein and the Terminated Employee Fund Order.

NOW THEREFORE in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), it is agreed and declared as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Where used in this Escrow Agreement, including in the Recitals, the following terms shall have the following meanings:

“**Administrative Expense Reserve**” has the meaning ascribed to such term in the Sale Agreement as of the date of this Escrow Agreement, which for greater certainty shall be in the amount of \$750,000.

“**Applicants**” means Contract Pharmaceuticals Limited, CPL Canada Holdco Limited, Contract Pharmaceuticals Limited Canada, Glasshouse Pharmaceuticals Limited Canada and Glasshouse Pharmaceuticals LLC.

“**Application Form**” has the meaning ascribed to such term in Section 2.1(b).

“**Business Day**” means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto, Ontario and New York, New York are open for commercial banking business during normal banking hours.

“**CCAA**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**CCAA Court**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**Claim**” means any and all actual or threatened claims, actions, suits, applications, litigation, charges, complaints, prosecutions, assessments, reassessments, investigations, inquiries, hearings and other proceedings, whether civil, criminal, administrative, regulatory, arbitral or otherwise.

“**Closing Date**” means the date on which the transactions contemplated in the Sale Agreement close, being the date hereof.

“**Depositor**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**Escrow Agent**” means KSV solely in its capacity as Monitor and not in its personal or corporate capacity.

“**Escrow Agent Fees and Expenses**” has the meaning ascribed to such term in Section 5.1.

“**Escrow Agent Indemnified Parties**” has the meaning ascribed to such term in Section 5.6.

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“**Escrow Agreement**” means this Escrow Agreement, as amended or supplemented from time to time pursuant to the terms hereof established for the benefit of the Terminated Employees.

“**Governmental Authority**” means any applicable transnational, federal, provincial, municipal, state, local, national or other government, regulatory authority, governmental department, agency, commission, board, tribunal, bureau, ministry, court, system operator, judicial body, arbitral body or other law, rule or regulation-making entity, or any entity, officer, inspector, investigator or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, or exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power.

“**Hardship Benefit**” has the meaning ascribed to such term in Section 2.1(c).

“**Hardship Benefit Application Deadline**” means 5:00 pm (Toronto Time) on the date that is 40 days after the Closing Date.

“**Hardship Benefit Determination Date**” means the later of (i) 60 days after the Closing Date and (ii) the date that is 15 days following the Escrow Agent obtaining clearance from Employment and Social Development Canada to make all Hardship Benefit payments hereunder.

“**KSV**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**Law**” or “**Laws**” means applicable laws of any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, governmental authorizations, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the transactions contemplated by this Escrow Agreement.

“**Monitor**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**Party**” or “**Parties**” means individually or collectively, as the case may be, Depositor and Escrow Agent.

“**Paying Agent**” has the meaning ascribed to such term in Section 2.2(b).

“**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity, however designated or constituted.

“**Residual Balance**” has the meaning ascribed to such term in Section 7.1.

“**Sale Agreement**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**Scheduled Canadian Bank**” means a bank listed on Schedule I of the *Bank Act* (Canada).

“**Terminated Employee**” has the meaning ascribed to such term in the Sale Agreement.

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“**Terminated Employee Fund**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**Terminated Employee Fund Amount**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**Terminated Employee Fund Order**” has the meaning ascribed to such term in the Recitals to this Escrow Agreement.

“**Terminated Employees List**” has the meaning ascribed to such term in the Section 2.1(a).

1.2 Headings, etc.

The provision of a table of contents, the division of this Escrow Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect the interpretation of this Escrow Agreement.

1.3 Articles; Sections; etc.

Reference to articles, sections or other parts of this Escrow Agreement are to the specified article, section or part.

1.4 Gender; Singular/Plural

References to gender include all genders and, except where the context otherwise requires, the singular includes the plural and vice versa.

1.5 Certain Phrases, etc.

In this Escrow Agreement, unless otherwise expressly stated (a) the words “including” and “includes” mean “including (or includes) without limitation”, (b) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”, and (c) the words “hereafter”, “hereby”, “herein”, “hereof”, “hereunder” and “herewith” refer to the entire Agreement, not just a particular article or section.

1.6 Business Day

Any action or payment required or permitted to be taken or made hereunder on a day which is not a Business Day may be taken or made on the next succeeding Business Day.

1.7 Recitals

The Recitals to this Escrow Agreement are true and correct.

ARTICLE 2 PAYMENT OF TERMINATED EMPLOYEE HARDSHIP BENEFITS

2.1 Procedure

- (a) The Depositor will provide a list of Terminated Employees to the Escrow Agent (which shall be the Terminated Employees as defined in the Sale Agreement), and the Escrow Agent will supplement such list with additional information provided by Contract Pharmaceuticals Limited Canada, including the name, direct-deposit banking information, mailing and email address (to the extent available) of the Terminated Employees, as may be necessary to discharge its duties hereunder (together, the “**Terminated Employees List**”). The Escrow Agent shall provide the final Terminated Employees List (without direct-deposit banking information or mailing and email addresses) to the Depositor. In no event shall any individuals be added or subtracted from the Terminated Employees List, other than by the Depositor in accordance with the Sale Agreement.
- (b) The Terminated Employee Fund Order established an application process, which requires Terminated Employees to (i) submit a completed application form (which shall include the necessary information for the processing of payments of the Hardship Benefits) (the “**Application Form**”) substantially in the form attached hereto as Exhibit “A” and (ii) execute a release and discharge of Claims substantially in the form appended hereto as Exhibit “B” (the “**Terminated Employee Release Agreement**”). As soon as reasonably practicable and in any event no longer than 10 days after the Closing Date, the Escrow Agent shall send a copy of the Application Form and the form of Terminated Employment Release Agreement to each Terminated Employee, which may be sent by email, regular mail or courier, in the Escrow Agent’s sole discretion. For purposes of clarity and subject to Section 2.1(a), Escrow Agent’s role in the application process as described in this Section 2.1(b) will be limited to confirming that each Terminated Employee applying for a Hardship Benefit has submitted a properly completed Application Form and executed and delivered a Terminated Employee Release Agreement. The Escrow Agent shall be entitled to rely on the information, as provided by Contract Pharmaceuticals Limited Canada, set forth on the Terminated Employees List.
- (c) Each Terminated Employee who delivers a duly completed Application Form and an executed Terminated Employee Release Agreement to Escrow Agent on or before the Hardship Benefit Application Deadline shall be entitled to receive a hardship benefit up to a maximum amount that is equal to the minimum applicable statutory termination pay, and if applicable, statutory severance pay owing to such Terminated Employee under the *Ontario Employment Standards Act, 2000* (the “**Hardship Benefit**”), subject to a potential *pro rata* reduction as described below. If total Hardship Benefits payable to all Terminated Employees is less than the Terminated Employee Fund Amount, the amount of the Hardship Benefit for each Terminated Employee will be payable in full to each such Terminated Employee. If total Hardship Benefits payable to all Terminated Employees exceeds the Terminated Employee Fund Amount, Hardship Benefit payments to Terminated

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Employees will be pro-rated based on their relative Hardship Benefit amounts as a percentage of the total Terminated Employee Fund Amount and the amount of the Hardship Benefit payable to each Terminated Employee will be reduced accordingly.

- (d) The Hardship Benefit payable to each Terminated Employee shall be calculated by the Escrow Agent in good faith solely based on Terminated Employee information provided by Contract Pharmaceuticals Limited Canada within two Business Days following the Closing Date (which Depositor shall have had a reasonable opportunity to review and comment on) and such calculations shall be final, binding and non-appealable. In no event will a Terminated Employee receive more than their calculated Hardship Benefit from the Terminated Employee Fund.
- (e) The Hardship Benefit payable to each Terminated Employee shall be subject to all applicable withholdings, taxes and deductions, as may be required by Law. Under no circumstances may a Terminated Employee transfer his or her entitlement to a Hardship Benefit to another Person. For the avoidance of doubt, the Hardship Benefit is a gratuitous payment and shall not be paid, or deemed to be paid, in exchange for services rendered or as the result of employment or the termination thereof.
- (f) Buyer and Monitor and each of their respective assignees and affiliates shall not be deemed to be an employer or a common, related, or successor employer of any Terminated Employee as a result of funding the Terminated Employee Fund Amount or otherwise liable as a result of any other matter pertaining to the Escrow Agreement.

2.2 Payment of Hardship Benefit to Terminated Employees

- (a) As soon as reasonably practicable following the Hardship Benefit Determination Date, the Escrow Agent shall cause the Hardship Benefit payments calculated and determined in accordance with Section 2.1, net of all applicable withholdings, taxes and deductions as may be required by Law, to be paid to each Terminated Employee who has complied with Section 2.1(c) hereof.
- (b) At the sole discretion of the Escrow Agent (but following consultation with the Depositor and Contract Pharmaceuticals Limited Canada), each Hardship Benefit payable to a Terminated Employee pursuant to this Section 2.2 may be delivered by or at the direction of Escrow Agent to an entity designated by Depositor and acceptable to the Escrow Agent (which may include a services company engaged by Depositor or an affiliate thereof) (the “**Paying Agent**”), and the Paying Agent shall be responsible for processing, or causing to be processed, all amounts received hereunder, including (i) withholding, deducting and remitting any authorized or required withholdings, taxes and deductions to Government Authorities or other third-parties from the Hardship Benefit, in each case as may be required by Law, and (ii) paying the net Hardship Benefit amount to the Terminated Employees. Where applicable, the Paying Agent shall also provide the Terminated Employees with slips or other prescribed tax documents in accordance with its customary

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practices showing the amounts that were withheld or deducted pursuant to this Section and as may be required by Law. Where applicable, the determination of the applicable withholdings, taxes and deductions required by Law with respect to the Hardship Benefit, in each case, shall be made by the Paying Agent, in consultation with Escrow Agent, and both the Paying Agent and Escrow Agent shall be entitled to rely on the books and records and the custom and past practice of the Applicants to the extent applicable and, for the avoidance of doubt, shall have no responsibility or liability of any kind for any failure to correctly withhold or pay such applicable withholdings, taxes and deductions except to extent the failure is attributable to gross negligence or wilful misconduct.

ARTICLE 3 THE ESCROW ACCOUNT

3.1 Creation of Escrow Account

Depositor shall, on the Closing Date, remit to the Escrow Agent the Terminated Employee Fund Amount with Escrow Agent. Escrow Agent accepts and agrees to hold the Terminated Employee Fund Amount as provided for in, and subject to and in accordance with the terms of this Escrow Agreement and the Terminated Employee Fund Order. Escrow Agent agrees to distribute and deal with the Terminated Employee Fund Amount, and at all times agrees to keep the Terminated Employee Fund Amount segregated from the property and assets of Escrow Agent and any other account of which Escrow Agent may serve as escrow agent, trustee or custodian, and in one or more segregated accounts, on the terms and subject to the conditions hereof.

3.2 Escrowed Funds

The Terminated Employee Fund Amount shall not, prior to the Hardship Benefit Determination Date, revert to or be applied for the benefit of Depositor but shall be applied for the exclusive benefit of the Terminated Employees in accordance with the terms hereof.

3.3 Escrow Account

Pending disbursement of the Terminated Employee Fund Amount in accordance with the terms hereof, the Escrow Agent shall hold the Terminated Employee Fund Amount in an-interest bearing account, with interest accruing to the benefit of, and to be paid to, the Depositor.

ARTICLE 4 ADDITIONAL COVENANTS

4.1 No Escrow Agent Liability for Insufficient Funds

Escrow Agent shall not be liable to any Person (including any Terminated Employee or Depositor) in the event that the Terminated Employee Fund Amount is insufficient to pay in full or in part the Hardship Benefits to the Terminated Employees.

4.2 No Additional Contributions from Depositor/No Liability for Depositor

For the avoidance of doubt, notwithstanding any other provision of this Escrow Agreement to the contrary, except for the Terminated Employee Fund Amount, Depositor shall not, under any circumstance, be under any obligation to provide or contribute any money, property or value hereunder for the benefit of Escrow Agent, any Terminated Employee or any other Person in respect of any Claim or otherwise, and for greater certainty no Terminated Employee shall be entitled to assert any Claim against Depositor with respect to any such amount. Except for funding the Terminated Employee Fund Amount to Escrow Agent in accordance with the terms hereof, Depositor shall have no liability to any Person (including any Terminated Employee) under or in connection with this Escrow Agreement.

ARTICLE 5 THE ESCROW AGENT

5.1 Fees and Expenses of the Escrow Agent

All reasonable fees, expenses and disbursements incurred by the Monitor for acting as Escrow Agent hereunder (collectively, the “**Escrow Agent Fees and Expenses**”), including legal, accounting, tax or other advice which Escrow Agent, in its judgment, acting reasonably, may consider necessary for the proper discharge of its duties hereunder, shall be funded from the Administrative Expense Reserve.

5.2 Termination and Replacement

- (a) The Monitor may only resign or be replaced as Escrow Agent hereunder pursuant to an order of the CCAA Court, which order of the CCAA Court shall also include the appointment of a replacement Escrow Agent.
- (b) Any Person appointed as a replacement Escrow Agent by the CCAA Court pursuant to Section 5.2(a) shall, upon acceptance of such appointment, be vested with the remaining amount of the Terminated Employee Fund Amount and with all the trusts, powers, mandates, authorities, duties and obligations herein contained, without further assignment, transfer or conveyance of any kind or any order of any court or tribunal whatsoever as if such Person were an original party to this Escrow Agreement.
- (c) All instruments in writing relating to the appointment of replacement Escrow Agents shall be attached to this Escrow Agreement and shall be sufficient evidence of the facts to which such instruments relate.

5.3 Accounting

Escrow Agent shall maintain accurate books, records and accounts of the transactions effected or controlled by the Escrow Agent hereunder and the receipt and disbursement of the Terminated Employee Fund Amount, and shall provide to Depositor records and written statements thereof periodically upon reasonable request of Depositor or an order of the CCAA Court.

5.4 Liability of Escrow Agent

- (a) The parties hereto acknowledge and agree that the Escrow Agent acts hereunder as an escrow agent only. The Escrow Agent: (i) shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, for the form or execution of such instruments, for the identity, authority or right of any person or party executing or depositing such instruments or for determining or compelling compliance therewith, and shall not otherwise be bound thereby; (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Escrow Agreement on its part to be performed, and no implied duties or obligations of any kind shall be read into this Escrow Agreement against or on the part of the Escrow Agent and the Escrow Agent will have no duty or responsibility arising under any other agreement, including any agreement referred to in this Escrow Agreement, to which the Escrow Agent is not a party; (iii) shall not be required to take notice of any default or to take any action with respect to such default involving any expense or liability, unless notice in writing of such default is formally given to the Escrow Agent, and unless it is indemnified and funded, in a manner satisfactory to it, against such expense or liability; (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof; and, (v) may employ and consult counsel satisfactory to it and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of such counsel.
- (b) The Escrow Agent may employ such counsel, accountants, appraisers, other experts, agents, agencies and advisors as it may reasonably require for the purpose of discharging its duties under this Escrow Agreement, and the Escrow Agent may act, or not act, and shall be protected in acting, or not acting, in good faith on the opinion or advice or on information obtained from any such parties and shall not be responsible for any misconduct on the part of any of them.
- (c) The Escrow Agent shall retain the right not to act and shall not be held liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Escrow Agreement.
- (d) No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur financial liability in the performance of its duties or the exercise of any of its rights or powers. The Escrow Agent may recover from the Administrative Expense Reserve the costs and expenses reasonably incurred by the Escrow Agent in the course of its services hereunder, in connection with the administration of the escrow created hereby or in the performance or observance of its duties hereunder (including the reasonable fees and disbursements of its counsel and other advisors required for discharge of its duties hereunder).

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- (e) In performing the obligations hereof and in exercising its powers hereunder, Escrow Agent may act in its discretion and, provided Escrow Agent has acted honestly, Escrow Agent shall not be liable, answerable or accountable for any Claims resulting from the exercise of a discretion, error in judgment, or the refusal to exercise a discretion, including, for greater certainty, with respect to the issuance of any tax assessment, the withholding or remittance of any deductions at source, in good faith and in the exercise of its reasonable judgment. Escrow Agent shall only be liable, answerable and accountable for its own gross negligence or wilful misconduct.
- (f) Escrow Agent is liable, answerable and accountable only for money actually received by such Escrow Agent, even though Escrow Agent has signed a receipt or other instrument for the sake of conformity. The Escrow Agent is not liable, answerable or accountable for the actions, inactions, receipts, negligence, defaults, dishonesty, fraud or wilful misconduct of any other escrow agent, or of any other Person having custody of or control over any part of the Terminated Employee Fund Amount and is not liable, answerable or accountable for any loss of money or security for money unless the same happens through the Escrow Agent's own gross negligence or wilful misconduct. Honesty and good faith shall be presumed in favour of Escrow Agent unless such presumption is rebutted.
- (g) Subject to its obligations hereunder to Depositor and to the Terminated Employees with respect to the Terminated Employee Fund Amount and subject to the terms of the Terminated Employee Fund Order, the Escrow Agent shall have no liability to any other Person arising from commitments in this Escrow Agreement or contractual relationships arising out of its position as Escrow Agent. Escrow Agent is authorized to require any such commitment or contractual relationship to include a provision confirming the foregoing sentence to Escrow Agent, the Terminated Employees or any other Person with respect to the performance of the responsibilities of Escrow Agent hereunder, except for damages that may be caused by the gross negligence or wilful misconduct of Escrow Agent.
- (h) Depositor acknowledges and agrees that KSV is entering into this Escrow Agreement solely in its capacity as Monitor, including with the rights and protections afforded to the Monitor under the CCAA, pursuant to the orders made by the CCAA Court or otherwise as an officer of the CCAA Court, and KSV shall have absolutely no personal or corporate liability under or as a result of this Escrow Agreement in any respect.

5.5 Acceptance of Obligations

Escrow Agent hereby accepts the covenants and obligations in this Escrow Agreement declared and provided for and agrees to perform the same upon the terms and conditions herein set forth, and to hold and exercise the rights, privileges and benefits conferred upon Escrow Agent hereby for the benefit of the Terminated Employee having an interest in the Terminated Employee Fund Amount.

5.6 Indemnification

Escrow Agent and its directors, officers, employees and agents (collectively, the “**Escrow Agent Indemnified Parties**”) shall be indemnified and held harmless out of the Administrative Expense Reserve from and against all Claims against the Escrow Agent Indemnified Parties arising in any manner out of or in connection with this Escrow Agreement, including, for greater certainty, with respect to the issuance of any tax assessment, the withholding or remittance of any deductions at source and the collection or remittance of any sale taxes by Escrow Agent, except (x) to the extent that the same is attributable to the gross negligence or wilful misconduct of any Escrow Agent Indemnified Parties and (y) any income taxes payable by Escrow Agent with respect to the Escrow Agent Fees and Expenses. For certainty, the Depositor acknowledges that the Escrow Agent, in its capacity as the Monitor, shall have recourse against the amounts in the Administrative Expense Reserve to recover the amount of any Claims made against the Escrow Indemnified Parties for which they are indemnified hereunder. Subject to the foregoing, this entitlement to indemnification includes expenses incurred by Escrow Agent in enforcing its rights to indemnification hereunder. If Escrow Agent resigns, or is replaced, in accordance with the terms of this Escrow Agreement, such former Escrow Agent (and the other Escrow Agent Indemnified Parties) shall continue to be entitled to indemnification under this Section 5.6 with respect to any Claims that relate to, arise from or are based on such former Escrow Agent’s service as Escrow Agent. The indemnification provided for in this Section 5.6 shall survive termination of this Escrow Agreement. For the avoidance of doubt, none of the Escrow Agent Indemnified Parties shall be entitled to indemnity from the Terminated Employee Fund Amount.

5.7 Professional Advisors

If acting in good faith, Escrow Agent may rely upon the opinion, information or advice of any counsellor or any other independent expert or advisor retained by Escrow Agent and shall not be responsible for any loss resulting from any action or inaction taken in good faith in reliance upon such opinion, information or advice.

5.8 Application to Court

The Depositor or Escrow Agent may apply to the CCAA Court at any time and from time to time for advice and direction in connection with any aspect of this Escrow Agreement and the administration of the Terminated Employee Fund Amount and, in the case of Escrow Agent, the performance of any of its duties and responsibilities hereunder, including, without limitation, the appointment of a replacement Escrow Agent in accordance with the terms of Section 5.2 of this Escrow Agreement.

5.9 Incidental Rights

In addition to all other powers conferred upon it by the other provisions hereof or by any Law, Escrow Agent shall have the following powers, authorities and discretion:

- (a) to exercise all rights incidental to the custody of the Terminated Employee Fund Amount; and

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- (b) any other power granted to Escrow Agent pursuant to a written authorization executed by Depositor and accepted in writing by the Escrow Agent.

ARTICLE 6 BANKING

6.1 Bank Selection

The banking activities of Escrow Agent in respect of the Terminated Employee Fund Amount, or any part thereof, shall be transacted with such Scheduled Canadian Bank as Escrow Agent may designate, appoint or authorize, in writing, from time to time.

6.2 Banking Activities

Escrow Agent may:

- (a) open, operate and maintain any one or more account(s) at such Scheduled Canadian Bank, as designated;
- (b) execute any services or account operation agreements relating to any such account(s) as may be required; and
- (c) deposit or transfer any cash, cheques, drafts, or other bills of exchange to the credit of any such account(s).

ARTICLE 7 TREATMENT OF RESIDUAL BALANCE AND FAILURE TO OBTAIN CLEARANCE FROM EMPLOYMENT AND SOCIAL DEVELOPMENT CANADA

7.1 Treatment of Residual Balance

As soon as reasonably practicable following the Hardship Benefit Determination Date, the Escrow Agent shall deliver the amount, if any, remaining from the Terminated Employee Fund Amount after all Hardship Benefit payments are made pursuant to Article 2 hereof (such remaining amount being, the “**Residual Balance**”) to Depositor or any other Person designated in a written direction of Depositor. The Residual Balance, if any, shall constitute the sole and exclusive property of Depositor and no Terminated Employee shall have any right, title or interest therein. Automatically upon either (a) the full distribution of the Terminated Employee Fund Amount to the Terminated Employee in accordance with Article 2 hereof or (b) the return of the Residual Balance to the Depositor in accordance with this Article 7, this Escrow Agreement shall terminate and the Escrow Agent shall have no further duties and obligations of any kind whatsoever.

7.2 Failure to Obtain Clearance from Employment and Social Development Canada

Notwithstanding any other provision hereof, if clearance from Employment and Social Development Canada is not obtained within 120 days following the Closing Date (or such later date agreed to in writing by the Depositor and the Escrow Agent, each in its sole discretion), then the entire Terminated Employee Fund shall be immediately repaid to the Depositor and no Terminated Employee shall be entitled to any Hardship Benefit hereunder. For the avoidance of

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doubt, notwithstanding any repayment as contemplated in this Section 7.2, Depositor shall not, under any circumstance, be under any obligation to provide or contribute any additional money, property or value hereunder for the benefit of for the benefit of Escrow Agent, any Terminated Employee or any other Person in respect of any Claim or otherwise, and for greater certainty no Terminated Employee shall be entitled to assert any Claim against Depositor with respect to any such amount.

ARTICLE 8 OTHER MATTERS

8.1 Governing Law

- (a) This Escrow Agreement shall be governed and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein.
- (b) To the fullest extent permitted by applicable Law, each Party: (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Escrow Agreement, or the matters contemplated hereby shall be brought only before the CCAA Court; (ii) agrees to submit to the jurisdiction of the CCAA Court pursuant to the preceding clause (i) for purposes of all legal proceedings arising out of, or in connection with, this Escrow Agreement or the matters contemplated hereby; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of such action brought in any such court or any claim that any such action brought in such court has been brought in an inconvenient forum; (iv) agrees that the mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.10 or any other manner as may be permitted by Law shall be valid and sufficient service thereof; and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

8.2 Assignment

Subject to Section 5.2, the rights and obligations under this Escrow Agreement may not be assigned by Escrow Agent without the prior consent in writing of Depositor, which will not be unreasonably withheld. This Escrow Agreement shall be binding upon and enure to the benefit of the Parties and their respective heirs, estates, administrators, executors, legal personal representatives, successors and permitted assigns.

8.3 No Waiver, etc.

- (a) No waiver of any of the provisions of this Escrow Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.
- (b) No failure on the part of any Party to exercise, and no delay in exercising any right under this Escrow Agreement shall operate as a waiver of such right, nor shall any

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single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

8.4 Entire Agreement

This Escrow Agreement constitutes the entire agreement among the Parties with respect to the issues contemplated herein and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of such Parties. There are no conditions or other agreements, express or implied, collateral, statutory or otherwise, among the Parties in connection with the subject matter of this Escrow Agreement, except as specifically set forth herein, and the Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Escrow Agreement.

The Escrow Agreement constitutes the sole agreement that may be used for the purposes of interpreting the Parties' intent in establishing the Terminated Employee Fund.

8.5 Severability

If any provision of this Escrow Agreement shall be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Escrow Agreement and the remaining provisions shall remain in full force and effect. The Parties shall endeavour in good faith negotiations to replace the illegal, invalid or unenforceable provision with a valid provision which comes closest to the intention of Depositor underlying the illegal, invalid or unenforceable provision.

8.6 Further Assurances

Depositor and Escrow Agent shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may be reasonably necessary or desirable for the purpose of carrying out the provisions and intent of this Escrow Agreement.

8.7 Counterparts; Electronic Signatures

This Escrow Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Escrow Agreement may be made by facsimile signature or by electronic image scan which, for all purposes, shall be deemed to be an original signature.

8.8 Third Party Beneficiaries

Nothing in this Escrow Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Escrow Agreement on any persons other than Depositor, the Terminated Employees, Escrow Agent and their respective heirs, estates, administrators, executors, legal representatives, successors and permitted assigns, nor is anything in this Escrow Agreement intended to relieve or discharge the obligation or liability of any third party to Depositor, Escrow Agent or the Terminated Employees, nor shall any provision give any third party any right of subrogation or action against any Party to this Escrow Agreement, nor shall any

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provision limit the rights of Depositor, Escrow Agent or the Terminated Employees to assert any claims, counterclaims or defences against any third party.

8.9 No Obligation to Pay Indemnities Prohibited by Law

Notwithstanding anything contained herein, Escrow Agent shall not pay any Hardship Benefits to Terminated Employees hereunder if the payment of such amount would be prohibited under applicable Law.

8.10 Notice

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Escrow Agreement will be in writing and will be effective and deemed given under this Escrow Agreement on the earliest of: (a) the date of personal delivery; (b) the date of transmission e-mail, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (c) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express (FedEx); or (d) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by e-mail will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

- (a) AIP Elixir Buyer Inc.
c/o Aterian Investment Partners IV, LP
550 Fifth Avenue, 8th Floor
New York, NY 10036
Attention: Christopher H. Thomas / Jay Taunk
E-mail: cthomas@aterianpartners.com / jtaunk@aterianpartners.com

With a copy that shall not constitute notice to:

Osler, Hoskin & Harcourt LLP
First Canadian Place

- 16 -

100 King St. W Suite 6200
Toronto, ON M5X 1B8

Attention: Marc Wasserman / Tracy Sandler / Justin Sherman
E-mail: mwasserman@osler.com / tsandler@osler.com /
jsherman@osler.com

and

Kirkland & Ellis LLP
300 N La Salle Dr
Chicago, IL 60654

Attention: Adam M. Wexner, P.C. / Steve Toth
Email: adam.wexner@kirkland.com / steve.toth@kirkland.com

(b) KSV Restructuring Inc.
220 Bay Street, 13th Floor
PO Box 20
Toronto, ON M5H 0B4

Attention: Noah Goldstein / Ross Graham
Email: ngoldstein@ksvadvisory.com / rgraham@ksvadvisory.com

With a copy that shall not constitute notice to:

Cassels, Brock & Blackwell LLP
Bay Adelaide Centre
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: Ryan C. Jacobs / Joseph Bellissimo
E-mail: rjacobs@cassels.com / jbellissimo@cassels.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

8.11 Survival

The provisions of Sections 4.1, 4.2, 5.4, 5.6, Article 7 and Article 8 shall survive the termination of this Escrow Agreement and shall continue for the benefit of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Escrow Agreement has been executed as of the date first written above.

AIP ELIXIR BUYER INC.

Per: _____

Name:

Title:

KSV RESTRUCTURING INC., solely in its capacity as CCAA Court appointed Monitor of Contract Pharmaceuticals Limited *et al.* and not in its personal or corporate capacity

Per: _____

Name:

Title:

EXHIBIT A

APPLICATION FORM

[ATTACHED]

1378-7825-1275

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT
PROCEEDINGS OF CONTRACT PHARMACEUTICALS LIMITED, CPL CANADA HOLDCO
LIMITED, CONTRACT PHARMACEUTICALS LIMITED CANADA, GLASSHOUSE
PHARMACEUTICALS LIMITED CANADA, AND GLASSHOUSE PHARMACEUTICALS LLC
(collectively, "CPL")**

HARDSHIP BENEFIT APPLICATION FORM OF [FULL NAME OF THE INDIVIDUAL]

ESTIMATED HARDSHIP BENEFIT: CAS ●

www.ksvadvisory.com/experience/case/cpl

A court has authorized this notice. This is not a solicitation from a lawyer.

You have been identified as a potential recipient of a hardship benefit payable from an escrow fund established in the *Companies' Creditors Arrangement Act* proceedings of CPL. You are required to fill out, sign and deliver this Application Form and a release in order to be eligible to receive the hardship benefit under the fund. Please read this notice and the referenced documents carefully. It may affect your rights.

This is a time sensitive notice. The deadline to deliver the signed Application Form and release in order to receive a hardship benefit is 5:00 pm (Toronto time) on [date], 2024.

On December 15, 2023, Contract Pharmaceuticals Limited and its affiliates commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**") before the Ontario Superior Court of Justice (Commercial List) ("**CCAA Court**") and KSV Restructuring Inc. was appointed as monitor (the "**Monitor**").

Pursuant to the sale and investment solicitation process approved by the CCAA Court on December 22, 2023, the Seller and AIP Elixir Buyer Inc. (the "**Buyer**") entered in an Share Purchase Agreement made as of March ●, 2024 (as may be amended, the "**Agreement**") whereby the Buyer, an affiliate of Aterian Investment Partners IV, LP, has agreed to purchase all of the issued and outstanding shares in the capital of CPL Canada Holdco Limited.

In accordance with the terms of the Agreement, the Buyer has agreed to fund to the Monitor an amount equal to \$500,000 (the "**Terminated Employee Fund Amount**") and the Monitor will establish a fund (the "**Terminated Employee Fund**") pursuant to the Terminated Employee Escrow Fund Agreement between the Buyer and the Monitor dated ●, 2024 (the "**Terminated Employee Fund Escrow Agreement**") and approved by the CCAA Court in the CCAA Proceedings pursuant to the Terminated Employee Fund Order dated ●, 2024.

The Terminated Employee Fund is meant to provide financial assistance on a gratuitous, without prejudice basis, to those individuals facing hardship as a result of the termination of their employment in the circumstances of the CCAA Proceedings.

1. Why did I get this notice?

You have been identified as eligible to receive the payment of a hardship benefit under the Terminated Employee Fund Escrow Agreement.

2. How much can I expect to receive and when?

The hardship benefit payable to each eligible terminated employee will be up to a maximum amount equal to the minimum applicable statutory termination pay, and if applicable, statutory severance pay owing to such eligible terminated employee, subject to a potential *pro rata* reduction if the total hardship benefits payable to all eligible terminated employees exceeds the Terminated Employee Fund Amount.

Your estimated gross hardship benefit is set forth at the top of this notice under your name. The hardship benefit, as may be reduced *pro rata* as described above, will be paid by way of a one-time payment in Canadian dollars, subject to all applicable withholdings, taxes and deductions as may be required by law. The Monitor's calculation of the amount payable to you from the Terminated Employee Fund is final, binding and non-appealable.

Subject to the other conditions outlined in this Application Form, it is currently anticipated that the payments will be made on or about **[specify estimated timing]**.

All eligible terminated employees who receive a hardship benefit will receive a tax slip, if it is required by law.

3. What do I need to do to receive a hardship benefit?

In consideration for the hardship benefit that you will receive under the Terminated Employee Fund Escrow Agreement, you must:

- complete and sign this Application Form in the "Payment Information" Section below; and
- sign and return the attached Terminated Employee Release Agreement (the "**Release**").

4. The Release

In order to receive the hardship benefit, you must sign and return the attached Release in favour of, among others, the Buyer, CPL and the Monitor. **You should carefully review the Release as it impacts your legal rights.** You may wish to consult a lawyer with respect to the Release.

5. Can I receive a benefit without signing the Release?

No. To receive a hardship benefit, you must return to the Monitor **both** the signed and completed Application Form and the signed Release.

6. When and where do I need to return this Application Form and the signed Release?

The completed and signed Application Form and Release must be returned to the Monitor by no later than 5:00 pm (Toronto time) on [●], 2024 as follows: (i) by completing the online form accessible via the link provided in the email you have received from the Monitor; or (ii) by email to **[info@ksvadvisory.com]**, or (iii) by mail at the following address:

KSV RESTRUCTURING INC.
in its capacity as the Monitor
of Contract Pharmaceuticals Limited et al.
220 Bay Street, 13th Floor, PO Box 20,
Toronto, Ontario, M5J 2W4
Attention: Noah Goldstein and Ross Graham

Please note that no hardship benefit will be owed or paid to you under the Terminated Employee Fund if you fail to comply with this timeline.

7. Can I transfer my hardship benefit to someone else?

No. Under no circumstances may you transfer your entitlement to a hardship benefit to another person.

8. How do I get more information?

If you have any questions about this Application Form, you should contact the Monitor identified below. There is no cost to do so.

KSV RESTRUCTURING INC.
in its capacity as the Monitor
of Contract Pharmaceuticals Limited et al.
Email: [info@ksvadvisory.com]
Telephone: 416.932.6262

Payment Information to be provided on next page.

PAYMENT INFORMATION

The CCAA Court has authorized CPL to provide to the Monitor its payroll information for the administration of the payment of the hardship benefit to be made under the Terminated Employee Fund Escrow Agreement. The Monitor undertakes to maintain and protect the privacy of such information.

Please provide the following information and sign where indicated below:

a) Method of payment (choose one):

- Electronic fund transfer to my bank account on record with CPL (which was used to process my last pay)
- Electronic fund transfer to a different bank account:

Name of account holder:	
Bank's name:	
Bank's address:	
Institution number:	
Branch/Transit number:	
Account number:	
IBAN or Swift number (if applicable)	

ACKNOWLEDGEMENT

In signing this Application Form, I acknowledge that the information provided with this Application Form is provided solely for my general knowledge. I recognize that it is not intended to be a comprehensive review of the Terminated Employee Fund Escrow Agreement and the Release. The information is not a substitute for independent legal advice before making any decisions. I acknowledge having had a sufficient opportunity to read the Terminated Employee Fund Escrow Agreement and the Release completely and to obtain independent legal advice in respect thereof.

SIGNED this ____ day of _____, 2024.

Print Name (First, Last name)

Signature

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EXHIBIT B

TERMINATED EMPLOYEE RELEASE AGREEMENT

[ATTACHED]

**TERMINATED EMPLOYEE RELEASE AGREEMENT
("RELEASE")**

FROM:

(insert full legal name of Terminated Employee)

TO:

(I) AIP ELIXIR BUYER INC. ("**Buyer**"),

(II) CONTRACT PHARMACEUTICALS LIMITED, CPL CANADA HOLDCO LIMITED, CONTRACT PHARMACEUTICALS LIMITED CANADA, GLASSHOUSE PHARMACEUTICALS LIMITED CANADA AND GLASSHOUSE PHARMACEUTICALS LLC (collectively, "**CPL**"),

(III) KSV RESTRUCTURING INC., including in its capacities as Court-appointed Monitor of Contract Pharmaceuticals Limited *et al.* and as Escrow Agent under the Terminated Employee Fund Escrow Agreement (hereinafter collectively referred to as the "**Monitor**"), and

each of their present and former respective direct and indirect affiliates, associates, subsidiaries, parents, past and present shareholders, members, partners, directors, officers, managers, employees, contractors, consultants, agents, representatives, trustees, administrators, lawyers, insurers, predecessors, beneficiaries, heirs, executors, affiliated funds and funds under management (all of the foregoing are collectively referred to herein as the "**Releasees**"), each of which is intended as a beneficiary of this Terminated Employee Release Agreement (the "**Release**").

Reference is made to that certain Terminated Employee Fund Escrow Agreement dated [●], 2024 (the "**Terminated Employee Fund Escrow Agreement**") by and between AIP Elixir Buyer Inc., as depositor, and the Monitor, as escrow agent, entered into in connection with the transactions (the "**Transactions**") contemplated by the Share Purchase Agreement dated March [●], 2024 (as may be amended in accordance with its terms), between Contract Pharmaceuticals Limited, as seller, and AIP Elixir Buyer Inc., as buyer.

1. I confirm having received a copy of the Terminated Employee Fund Escrow Agreement (a copy of which is available on the Monitor's website at: www.ksvadvisory.com/experience/case/cpl).
2. I confirm that I have completed an application form (the "**Application Form**") provided to me pursuant to the Terminated Employee Fund Escrow Agreement for the payment of the Hardship Benefit (as defined in the Terminated Employee Fund Escrow Agreement) and I represent that all of the information in the Application Form is true and correct. I understand that in order to be eligible to receive the Hardship Benefit, I must sign and deliver this Release, together with the completed Application Form, to the Monitor on or before 11:59 pm (Toronto time) on [●], 2024.
3. In exchange for the payment of the Hardship Benefit to me on the terms and subject to the conditions set out in the Terminated Employee Fund Escrow Agreement, I hereby fully and finally release, acquit and forever discharge, on behalf of myself and my assigns, beneficiaries, creditors, representatives, agents and affiliates (collectively, the "**Releasing Parties**" and each, a "**Releasing Party**"), the Releasees of and from any and all manner of actions, causes of action, suits, proceedings, obligations, liabilities, administrative complaints, contracts, claims, counterclaims, demands, debts, damages, costs, expenses and compensation of every kind and nature whatsoever, past present, or future, in any jurisdiction, which any Releasing Party now has, has ever had or may

ever have at any time, against any of the Releasees by reason of any cause, matter or thing whatsoever existing up to the present time, whether known or unknown, foreseen or unforeseen, contingent or non-contingent, including all claims in law or equity and all claims for contribution or indemnity (collectively, “Claims” and each a “Claim”), and particularly and without limiting the generality of the foregoing, from all Claims of every nature and kind in any way related to or arising from (i) my engagement in any capacity with CPL, whether as an employee or independent contractor, or from any employment or other agreement between me and CPL, and specifically including all damages, salary, wages, remuneration, commission, vacation pay, overtime pay, termination pay, severance pay, taxes, notice of termination, change of control, retention or similar payments, benefits, profit-sharing, life, medical, pension or retiree benefits (contractual, statutory or otherwise), employee stock options, equity-based compensation (including cashless exercise thereof) or other equity incentives, bonuses, proceeds of any insurance or disability plans, or any other fringe benefit, perquisite or compensation of any kind whatsoever, (ii) the Transactions, including any Claim against Buyer or any of its affiliates or any of their respective assets that such entity is my employer or a common, related or successor employer to CPL or any of its affiliates, or that I was or am entitled to be employed or engaged in any capacity by Buyer or any of its affiliates, (iii) the conduct of the restructuring proceedings of CPL under the *Companies’ Creditors Arrangement Act* (Canada) and Chapter 15 of the *United States Bankruptcy Code*, or (iv) the administration of the escrow fund under the Terminated Employee Fund Escrow Agreement, including by the Monitor in respect of its responsibilities and functions as escrow agent under the Terminated Employee Fund Escrow Agreement.

4. Notwithstanding the foregoing Section 3, nothing in this Release shall release or discharge:
 - (a) any right I may have to continue receiving benefits from any insurer with respect to any previously filed claims I have filed against my then current employer, all subject to the terms and conditions of the applicable plans, policies or programs, and solely to the extent of available insurance without recourse to any of the Releasees by the insurer; and
 - (b) any right I may have to continue receiving benefits from any governmental authority, including, without limitation, under or in respect of workers’ compensation, the *Wage Earner Protection Program Act* (S.C. 2005 c.47, s.1) (“WEPPA”), long-term disability insurance or employment insurance.
5. I confirm that I have not filed any complaint or initiated any legal proceeding against any of the Releasees, and I covenant and agree not to file any complaint or initiate any legal proceeding against any Releasee under any of the *Employment Standards Act, 2000* (Ontario), the *Human Rights Code* (Ontario), the *Workplace Safety and Insurance Act* (Ontario), the *Occupational Health & Safety Act* (Ontario), the *Labour Relations Act* (Ontario), the *Pay Equity Act*, the *Access for Ontarians with Disabilities Act, 2005* (Ontario), the *Personal Information Protection and Electronic Documents Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *United States Bankruptcy Code* or pursuant to any other applicable law or legislation in any relevant jurisdiction, or in respect of any contractual or other right of action, in respect of any matter that is related to any Claims released hereunder. To the extent that I have filed any such complaint or initiated any such proceeding, I agree that I will promptly withdraw them. For greater certainty, I confirm that I am aware of my rights under the *Human Rights Code* (Ontario), and I hereby confirm that I am not asserting such rights, alleging that any such rights have been breached, or advancing a human rights claim or complaint. In the event that I hereafter make any Claim or demand or commence or threaten to commence any Claim against any of the Releasees with respect to the Claims released hereunder, this Release may be raised as a complete bar to any such Claim.

6. I understand that the Hardship Benefit to be paid is not paid in exchange for services rendered, nor is it the result of employment or the termination thereof. I confirm that I am not, and do not claim to be, an employee of Buyer or any of its affiliates and that I have no right to employment, reinstatement, re-call or reemployment with any of the Releasees, and I waive and release all rights I had or may have had in this regard. For greater certainty, I hereby renounce any right to be reinstated in my employment or other engagement with CPL, any of its affiliates or any successor thereto.
7. I further agree not to make or cause to be initiated any Claim (expressly including any cross-claim, counterclaim, third party action or application) against any other person or corporation who might claim contribution or indemnity against any of the Releasees in respect of any matter that is related to any Claim released hereunder.
8. This Release shall be binding upon me and my heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Releasees and to the benefit of all of the Releasees' heirs, executors, administrators, successors and assigns.
9. I acknowledge having had a sufficient opportunity to review the Application Form, this Release and the Terminated Employee Fund Escrow Agreement (copies of which are available on the Monitor's website at: www.ksvadvisory.com/experience/case/cpl) and to obtain independent legal advice in respect thereof, and that the only consideration for this Release is the Hardship Benefit referred to in Section 3. I further confirm that no other promises or representations of any kind have been made to me to cause me to sign this Release.
10. I acknowledge that this Release and the payment of the Hardship Benefit to me shall not constitute an admission of liability on the part of any of the Releasees. Each of the Releasees shall be entitled to enforce this Release in accordance with its terms.
11. I agree that I alone shall be responsible for all tax liability resulting from my receipt of all or any portion of the Hardship Benefit and acknowledge that the Monitor and/or any paying agent for the Hardship Benefit may withhold or deduct funds for remittance to statutory authorities sufficient to satisfy any income tax withholding, payroll and wage withholding and social security or similar contributions, each, in accordance with applicable law and as determined by the Monitor or the paying agent in their sole discretion. I agree to indemnify and save the Releasees harmless from any and all amounts payable or incurred by any of the Releasees if it is subsequently determined that any greater amount should have been withheld or deducted in respect of income tax (federal and provincial), employment insurance, Canada Pension Plan, or any other statutory withholding or contribution required in any jurisdiction whatsoever. For greater certainty, nothing contained in this Release should be deemed to be a representation from the Releasees of the impact of the payment of the Hardship Benefit on any other benefit to which I may be entitled to, including, without limitation, any benefit payable under the WEPPA.
12. I acknowledge that I have considered the availability of the advice of counsel and the possibility that any Releasing Party may not fully know the number or magnitude of the Claims that such Releasing Party has or may have against any Releasee, but nevertheless intend to assume the risk that such Releasing Party is releasing such Claims and agrees that this Release is a full and final release of any and all claims.
13. I further agree not to (and not to cause or encourage any other Releasing Party to) institute, join in, encourage, instigate or participate in any litigation, lawsuit, claim or action against any Releasee, with respect to any or all Claims released pursuant to this Release.

14. I acknowledge that the Hardship Benefit available to me provides good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in this Release.
15. If any provision of this Release or its application in a circumstance is held to be restricted, prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such restriction, prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Release and without affecting its application to other circumstances.
16. I acknowledge and agree that this Release may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed, scanned, photographed or otherwise recorded versions of an original signature, or any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record. Delivery of an executed copy of this Release by facsimile, email or other electronic transmission constitutes valid and effective delivery.
17. This Release shall be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein. To the full extent permitted by law, I hereby submit to the exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) with respect to any matter arising under or in connection with this Release or the Terminated Employee Fund Escrow Agreement.
18. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties hereto with respect to the subject matter of this Agreement. SIGNED this ____ day of _____, 2024.

Print Name of Terminated Employee

Signature of Terminated Employee

1397-5900-4683

EXHIBIT C

FORM OF TERMINATED EMPLOYEE FUND ORDER

[ATTACHED]

SCHEDULE “B”
APPLICATION PROCESS UNDER THE TERMINATED EMPLOYEE FUND ESCROW
AGREEMENT

Attached.

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT
PROCEEDINGS OF CONTRACT PHARMACEUTICALS LIMITED, CPL CANADA HOLDCO
LIMITED, CONTRACT PHARMACEUTICALS LIMITED CANADA, GLASSHOUSE
PHARMACEUTICALS LIMITED CANADA, AND GLASSHOUSE PHARMACEUTICALS LLC
(collectively, "CPL")**

HARDSHIP BENEFIT APPLICATION FORM OF [FULL NAME OF THE INDIVIDUAL]

ESTIMATED HARDSHIP BENEFIT: CAS●

www.ksvadvisory.com/experience/case/cpl

A court has authorized this notice. This is not a solicitation from a lawyer.

You have been identified as a potential recipient of a hardship benefit payable from an escrow fund established in the *Companies' Creditors Arrangement Act* proceedings of CPL. You are required to fill out, sign and deliver this Application Form and a release in order to be eligible to receive the hardship benefit under the fund. Please read this notice and the referenced documents carefully. It may affect your rights.

This is a time sensitive notice. The deadline to deliver the signed Application Form and release in order to receive a hardship benefit is 5:00 pm (Toronto time) on [date], 2024.

On December 15, 2023, Contract Pharmaceuticals Limited and its affiliates commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**") before the Ontario Superior Court of Justice (Commercial List) ("**CCAA Court**") and KSV Restructuring Inc. was appointed as monitor (the "**Monitor**").

Pursuant to the sale and investment solicitation process approved by the CCAA Court on December 22, 2023, the Seller and AIP Elixir Buyer Inc. (the "**Buyer**") entered in an Share Purchase Agreement made as of March ●, 2024 (as may be amended, the "**Agreement**") whereby the Buyer, an affiliate of Aterian Investment Partners IV, LP, has agreed to purchase all of the issued and outstanding shares in the capital of CPL Canada Holdco Limited.

In accordance with the terms of the Agreement, the Buyer has agreed to fund to the Monitor an amount equal to \$500,000 (the "**Terminated Employee Fund Amount**") and the Monitor will establish a fund (the "**Terminated Employee Fund**") pursuant to the Terminated Employee Escrow Fund Agreement between the Buyer and the Monitor dated ●, 2024 (the "**Terminated Employee Fund Escrow Agreement**") and approved by the CCAA Court in the CCAA Proceedings pursuant to the Terminated Employee Fund Order dated ●, 2024.

The Terminated Employee Fund is meant to provide financial assistance on a gratuitous, without prejudice basis, to those individuals facing hardship as a result of the termination of their employment in the circumstances of the CCAA Proceedings.

1. Why did I get this notice?

You have been identified as eligible to receive the payment of a hardship benefit under the Terminated Employee Fund Escrow Agreement.

2. How much can I expect to receive and when?

The hardship benefit payable to each eligible terminated employee will be up to a maximum amount equal to the minimum applicable statutory termination pay, and if applicable, statutory severance pay owing to such eligible terminated employee, subject to a potential *pro rata* reduction if the total hardship benefits payable to all eligible terminated employees exceeds the Terminated Employee Fund Amount.

Your estimated gross hardship benefit is set forth at the top of this notice under your name. The hardship benefit, as may be reduced *pro rata* as described above, will be paid by way of a one-time payment in Canadian dollars, subject to all applicable withholdings, taxes and deductions as may be required by law. The Monitor's calculation of the amount payable to you from the Terminated Employee Fund is final, binding and non-appealable.

Subject to the other conditions outlined in this Application Form, it is currently anticipated that the payments will be made on or about **[specify estimated timing]**.

All eligible terminated employees who receive a hardship benefit will receive a tax slip, if it is required by law.

3. What do I need to do to receive a hardship benefit?

In consideration for the hardship benefit that you will receive under the Terminated Employee Fund Escrow Agreement, you must:

- complete and sign this Application Form in the "Payment Information" Section below; and
- sign and return the attached Terminated Employee Release Agreement (the "**Release**").

4. The Release

In order to receive the hardship benefit, you must sign and return the attached Release in favour of, among others, the Buyer, CPL and the Monitor. **You should carefully review the Release as it impacts your legal rights.** You may wish to consult a lawyer with respect to the Release.

5. Can I receive a benefit without signing the Release?

No. To receive a hardship benefit, you must return to the Monitor **both** the signed and completed Application Form and the signed Release.

6. When and where do I need to return this Application Form and the signed Release?

The completed and signed Application Form and Release must be returned to the Monitor by no later than 5:00 pm (Toronto time) on [●], 2024 as follows: (i) by completing the online form accessible via the link provided in the email you have received from the Monitor; or (ii) by email to **[info@ksvadvisory.com]**, or (iii) by mail at the following address:

KSV RESTRUCTURING INC.
in its capacity as the Monitor
of Contract Pharmaceuticals Limited et al.
220 Bay Street, 13th Floor, PO Box 20,
Toronto, Ontario, M5J 2W4
Attention: Noah Goldstein and Ross Graham

Please note that no hardship benefit will be owed or paid to you under the Terminated Employee Fund if you fail to comply with this timeline.

7. Can I transfer my hardship benefit to someone else?

No. Under no circumstances may you transfer your entitlement to a hardship benefit to another person.

8. How do I get more information?

If you have any questions about this Application Form, you should contact the Monitor identified below. There is no cost to do so.

KSV RESTRUCTURING INC.
in its capacity as the Monitor
of Contract Pharmaceuticals Limited et al.
Email: [info@ksvadvisory.com]
Telephone: 416.932.6262

Payment Information to be provided on next page.

PAYMENT INFORMATION

The CCAA Court has authorized CPL to provide to the Monitor its payroll information for the administration of the payment of the hardship benefit to be made under the Terminated Employee Fund Escrow Agreement. The Monitor undertakes to maintain and protect the privacy of such information.

Please provide the following information and sign where indicated below:

a) Method of payment (choose one):

- Electronic fund transfer to my bank account on record with CPL (which was used to process my last pay)
- Electronic fund transfer to a different bank account:

Name of account holder:	
Bank's name:	
Bank's address:	
Institution number:	
Branch/Transit number:	
Account number:	
IBAN or Swift number (if applicable)	

ACKNOWLEDGEMENT

In signing this Application Form, I acknowledge that the information provided with this Application Form is provided solely for my general knowledge. I recognize that it is not intended to be a comprehensive review of the Terminated Employee Fund Escrow Agreement and the Release. The information is not a substitute for independent legal advice before making any decisions. I acknowledge having had a sufficient opportunity to read the Terminated Employee Fund Escrow Agreement and the Release completely and to obtain independent legal advice in respect thereof.

SIGNED this ____ day of _____, 2024.

Print Name (First, Last name)

Signature

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

Court File No. CV-23-711401-00CL

**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

TERMINATED EMPLOYEE FUND ORDER

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