

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>CONTRACT PHARMACEUTICALS LIMITED, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors in a Foreign Proceeding.</p>	<p>X</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>X</p>	<p>Chapter 15</p> <p>Case No. 24-10915 (____)</p> <p>(Joint Administration Requested)</p>
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**FOREIGN REPRESENTATIVE’S MOTION FOR ENTRY OF AN ORDER
(I) RECOGNIZING AND ENFORCING THE RVO ORDER, (II) APPROVING THE
SALE TRANSACTION FREE AND CLEAR OF LIENS, CLAIMS, AND
ENCUMBRANCES, AND (III) GRANTING RELATED RELIEF**

Contract Pharmaceuticals Limited, in its capacity as the duly authorized foreign representative (“CPL” or in such capacity, the “Foreign Representative”), as defined by section 101(24) of title 11 of the United States Code (the “Bankruptcy Code”), of CPL, CPL Canada Holdco Limited (“CPL Canada HoldCo”), Contract Pharmaceuticals Limited Canada (“CPL Canada”), Glasshouse Pharmaceuticals Limited Canada (“Glasshouse Canada”), and Glasshouse Pharmaceuticals LLC (“Glasshouse America”) (collectively, the “Debtors”), in the Debtors’ insolvency proceedings commenced under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), pending before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), File No. CV-23-00711401-00CL (the “Canadian Proceedings”), hereby files this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105(a), 363, 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code:

1. recognizing and enforcing the Canadian Court’s *Approval and Reverse Vesting Order* (the “RVO”), among other things, approving (i) the Share Purchase Agreement

¹ The Debtors in these Chapter 15 cases and the last four digits of their tax identification numbers are: Contract Pharmaceuticals Limited (9212), CPL Canada Holdco Limited (0001), Contract Pharmaceuticals Limited Canada (0003), Glasshouse Pharmaceuticals Limited Canada (0001), and Glasshouse Pharmaceuticals LLC (7890). The Debtors’ head office is located at 7600 Danbro Crescent, Mississauga, ON L5N 6L6.

dated as of March 30, 2024 between CPL, as seller , and AIP Elixir Buyer Inc., an affiliate of Aterian Investment Partners IV, LP, as buyer (as amended, the “Sale Agreement”) attached hereto as **Exhibit B**, and (ii) the transaction contemplated thereunder (the “RVO Transaction”);

2. approving, pursuant to section 363 of the Bankruptcy Code, the sale of the CPL Canada Holdco Shares (as defined below) to the Buyer (as defined below) pursuant to the Sale Agreement, free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances as defined in the Sale Agreement); and

3. granting such other relief as the Court deems just and proper (collectively, the “Requested Relief”).

In support of the Motion, the Foreign Representative relies upon and incorporates by reference the (1) *Foreign Representative’s Verified Petition under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief* (together with the form petitions filed concurrently therewith, the “Verified Petition”),² and (2) *Declaration of Christopher Armstrong in Support of (A) Foreign Representative’s Verified Petition under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief, (B) Foreign Representative’s Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code, and (C) Foreign Representative’s Motion for Entry of an Order (I) Recognizing and Enforcing the RVO Order, (II) Approving the Sale Transaction Free and Clear of Liens, Claims, and Encumbrances, and (III) Granting Related Relief* (the “Armstrong Declaration”) filed contemporaneously herewith. In further support of this Motion, the Foreign Representative respectfully states the following:

JURISDICTION AND VENUE

1. On April 30, 2024 (the “Petition Date”), the Foreign Representative commenced these chapter 15 cases as ancillary proceedings to the Canadian Proceedings pursuant to sections 1504, 1509 and 1515 of the Bankruptcy Code.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Verified Petition.

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, 11 U.S.C. §§ 109 and 1501, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

3. Recognition of a foreign proceeding and other matters under chapter 15 of the Bankruptcy Code are core matters under 28 U.S.C. § 157(b)(2)(P).

4. The statutory bases for the relief requested herein are sections 105(a), 363, 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

5. The Foreign Representative confirms its consent, pursuant to Bankruptcy Rule 7008 and Local Rule 9013-1(f) to the entry of final orders or judgments by the Court to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

6. Venue in this district is proper under 28 U.S.C. § 1410.

BACKGROUND

7. On the Petition Date, the Foreign Representative filed with this Court verified voluntary petitions for each of the Debtors under Chapter 15 of the Bankruptcy Code. Contemporaneously with the filing of this Motion, the Foreign Representative filed the Verified Petition.

8. On December 14, 2023, the Canadian Proceedings were commenced under the CCAA, pursuant to which the Canadian Court granted an order, among other things, appointing KSV Restructuring Inc. as monitor of the Debtors (in such capacity, the “Monitor”) and

authorizing CPL to act as foreign representative of the Debtors to apply for foreign recognition and approval of the Canadian Proceedings, including in the United States pursuant to Chapter 15 (the “Initial Order”). *See* Initial Order ¶ 42. Additionally, the Initial Order provided for a broad stay of proceedings in favor of the Debtors. In particular, for an initial ten-day period through and including December 22, 2023 (the “Stay Period”), no “proceeding or enforcement process in any court or tribunal (each, a “Proceeding”, and collectively, “Proceedings”) shall be commenced or continued against or in respect of the [Debtors] or the Monitor, or any of their respective employees, advisors (including counsel) or other representative acting in such capacities, or affecting the Business or Property, except with the written consent of the [Debtors] and the Monitor, or with leave of this Court.”) *See* Initial Order ¶ 12.

9. The Canadian Court held a hearing on December 22, 2023 (the “Comeback Hearing”) to consider the Debtors’ request for an extension of the Stay Period and entry of an amended and restated Initial Order. *Id.* ¶ 48. At the Comeback Hearing, the Canadian Court entered the *Amended and Restated Initial Order* (the “ARIO”), extending the Stay Period to and including March 22, 2024 and granting other relief. *See* ARIO ¶ 16. Additionally, on December 22, 2023, the Canadian Court entered the *SISP Approval Order*, which authorized and directed the Debtors to undertake a refinancing, sale and investment solicitation process (a “SISP”) for the purpose of effectuating a transaction for the Debtors’ business to continue as a going-concern. *See* SISP Approval Order ¶¶ 3, 7.

10. On March 21, 2024, the Canadian Court entered the *Stay Extension Order*, which further extended the Stay Period to and including April 12, 2024. On April 10, 2024, a further *Stay Extension Order* was granted, which extended the Stay Period to and including May 3, 2024. On

April 17, 2024, the Canadian Court granted a further Order, which extended the Stay Period to and including June 17, 2024.

A. The SISP

11. The SISP was formally commenced on December 22, 2023, following the issuance of the SISP Approval Order.

12. The SISP was designed by the Debtors, in consultation with the Monitor and Deerfield, in its capacity as the DIP Lender, to be a flexible process that would enable the Debtors to identify the highest or otherwise best offer for a refinancing, sale or other strategic investment or transaction involving the business, assets and/or equity of the Debtors.

13. The Debtors, with the assistance of SSG and under the oversight of the Monitor, conducted the SISP in accordance with the terms and milestones set out therein (in certain cases as were extended in accordance with the terms of the SISP).

14. Specifically, on December 19, 2023, SSG disseminated a teaser and process letter, including a form of non-disclosure agreement (“NDA”), to four hundred and forty-five (445) potentially interested parties, including strategic and financial parties, who were encouraged to participate in the SISP. Given the intervening holiday period, SSG sent a follow-up email to these parties on January 3, 2024.

15. Eighty-six (86) of these potentially interested parties entered into an NDA with CPL to receive confidential information in connection with the SISP. Such parties were then provided with a confidential information memorandum and access to a confidential data site (the “Data Site”) containing non-public information regarding the CPL Business. Eighty-five (85) of those eighty-six (86) parties accessed the Data Site.

16. In the lead up to the LOI Deadline (as defined in the SISP, being February 8, 2024), the Debtors, SSG and the Monitor worked with the parties who accessed the Data Site to respond

to inquiries, discuss the CPL Business, address details regarding the acquisition opportunity, and to otherwise ensure that such parties had the information necessary to submit a non-binding letter of intent (“LOI”) by the LOI Deadline. Eleven (11) LOIs were ultimately received from prospective bidders on or about the LOI Deadline.

17. Following the LOI Deadline, the Debtors, with the assistance of SSG, began coordinating a further diligence process for prospective bidders to provide them with additional information required to submit a Qualified Bid by the Qualified Bid Deadline (as such terms are defined in the SISP). This process included, among other things: (i) uploading additional information regarding the CPL Business, as well as a form of transaction agreement, to the Data Site; (ii) facilitating site visits for prospective bidders at the Mississauga HQ and the Meadowpine Property; and (iii) arranging management calls with various prospective bidders and their advisors.

18. During the course of discussions with prospective bidders, the issue of how to address the Regulatory Licenses (as defined below) held by CPL Canada and that are necessary to operate its business arose. As further discussed below, given that certain key Regulatory Licenses are non-transferrable and the timeline for obtaining new licenses is significant, multiple prospective bidders indicated a preference to pursue a transaction structure that preserved the ongoing benefit of the Regulatory Licenses.

19. At the request of multiple prospective bidders, the Debtors extended the Qualified Bid Deadline by seven (7) days to 2:00 p.m. (Toronto time) on March 7, 2024. The Debtors determined, with the consent of Deerfield and in consultation with the Monitor in accordance with the SISP, that the extension was necessary and appropriate in the circumstances to enable the prospective bidders to complete further diligence efforts in order to submit a Qualified Bid by the Qualified Bid Deadline.

20. Several submissions were received before the Qualified Bid Deadline. The Debtors, with the assistance of their professional advisors and in consultation with the Monitor and Deerfield, reviewed the submissions having regard to, among other things, the amount of consideration being offered, the potential impact on the Debtors and their stakeholders, and the form of the submission. Following this review, the Debtors concluded that the bid from Aterian Investment Partners IV, LP (“Aterian”) represented the best available option in the circumstances and engaged in further negotiations with Aterian in an effort to improve the terms of the Aterian bid (the “Aterian Bid”).

21. On March 29, 2024, the Debtors, with the assistance of their professional advisors and in consultation with the Monitor and Deerfield, and in the exercise of their business judgement, determined that the Aterian Bid was the Successful Bid pursuant to the terms of the SISP. Accordingly, CPL entered into the Sale Agreement on March 30, 2024.

B. The Sale Agreement, RVO Structure and Canadian Court Approval

22. The Sale Agreement is the culmination of the Debtors’ restructuring efforts. Through the Canadian Proceedings, the Debtors identified a transaction that will enable CPL Canada Holdco, CPL Canada, and Glasshouse Canada (collectively, the “Company”) to exit the Canadian Proceedings as a viable going-concern business, preserve a significant number of jobs for employees and, at the same time, maximize the value of the Debtors’ business for the benefit of stakeholders. Key features and aspects of the RVO Transaction can be summarized as follows:

- a. the Sale Agreement provides for satisfaction of all of the Debtors’ secured debt and contemplates that a significant amount of, if not substantially all, pre-filing trade payables, including cure costs, will be paid;
- b. creditors and other stakeholders of the Debtors affected by the RVO Transaction will not be in a worse position than they would be if the transaction was implemented pursuant to a traditional asset sale or similar structure;

- c. the Sale Agreement provides for various liabilities to be retained by the Company;
- d. many of CPL Canada's Regulatory Licenses (defined and discussed below) are non-transferrable and have significant application process times that are in excess of the time frame contemplated to complete a transaction pursuant to the SISP or that the DIP Lender is prepared to support. An RVO structure obviates the need for the Buyer to obtain new Regulatory Licenses, thereby maximizing value and significantly reducing the costs and risks that would otherwise arise if the Debtors were required to remain under CCAA protection for an extended period of time; and
- e. the completion of the RVO Transaction will permit the Company to continue operations as a going concern under new ownership, resulting in (i) the continued employment of the vast majority of the Debtors' employees; and (ii) the Debtors' suppliers of goods and services being able to maintain their business relationships in connection with the CPL Business.

23. The RVO Transaction contemplated in the Sale Agreement has been structured as a "reverse vesting" transaction. In essence, instead of providing for a traditional asset sale transaction where all purchased assets are purchased and transferred to the purchaser on a "free and clear" basis and all excluded assets, excluded contracts and excluded liabilities remain with the debtor company, the RVO Transaction provides for a share purchase transaction whereby:

- a. all of the issued and outstanding shares in the capital of CPL Canada HoldCo (the "CPL Canada Holdco Shares") will be sold, assigned and transferred by CPL to the Buyer, with the result that the Buyer will become the sole shareholder of CPL Canada HoldCo (and the indirect shareholder of CPL Canada and Glasshouse Canada); and
- b. all Excluded Assets, Excluded Contracts and Excluded Liabilities (as such terms are defined in the Sale Agreement) will be transferred and vested out to 1000834899 Ontario Inc. ("ResidualCo") a newly created "ResidualCo" entity that will become a debtor in the Canadian Proceedings.

24. CPL Canada is subject to various laws and regulations pertaining to drugs and controlled substances due to the nature of certain materials it handles and the products that it produces. In particular, in order to operate the CPL Business, CPL Canada holds the following seven regulatory licenses: (a) a dealer license under the *Controlled Drugs and Substances Act*;

(b) two (2) separate drug establishment licenses (each a “DEL”) for its Mississauga HQ and Meadowpine Property under the *Food and Drugs Act*; (c) a pathogen and toxin license under the *Human Pathogen and Toxins Act*; (d) a site license under the *Natural Health Products Regulations*; and (e) two (2) establishment identifier licenses for its Mississauga HQ and Meadowpine Property with the U.S. Food and Drug Administration (collectively, the “Regulatory Licenses”).

25. For the most part, the Regulatory Licenses are non-transferrable, with the result that any purchaser of the Debtors’ assets would be required to apply for and obtain new licenses from the relevant regulatory bodies, such as Health Canada, which in some cases would include a requirement to obtain fresh site inspections of CPL Canada’s manufacturing facilities. The timeline for obtaining new licenses can be significant. By way of example, the Health Canada service guideline for obtaining a new DEL indicates that the performance standard for processing a DEL application is 250 calendar days from the date of application.

26. The reverse vesting structure is necessary in these circumstances as it allows CPL Canada to maintain all of its Regulatory Licenses, thereby enabling the CPL Business to continue without interruption as a going concern upon closing of the RVO Transaction under the ownership of Aterian. In contrast, proceeding by way of an asset sale transaction would require that a buyer apply for new regulatory licenses, which would result in significant additional delay. In a best-case scenario, the Debtors would be required to remain in CCAA, with all of the attendant costs and disruption, until the proposed buyer had applied for and obtained these licenses, leading to significantly increased restructuring and financing costs (assuming ongoing financing could be obtained) and ongoing uncertainty and pressure on the CPL Business. In a worst-case scenario, it would preclude any possibility of a going concern transaction and lead to a value destructive liquidation.

27. Accordingly, the reverse vesting structure enhances overall value by facilitating the continuation of the CPL Business as a going concern, an outcome which is better for stakeholders as a whole as it maximizes the value of the Debtors while at the same time preserving employment and customer and supplier relationships that would otherwise be lost in a liquidation.

28. Completing the RVO Transaction under a reverse vesting structure will not result in any material prejudice or impairment of any of the Debtors' creditors' rights relative to proceeding via an asset sale transaction, as the Sale Agreement maintains the rights that such creditors would otherwise have in an asset sale transaction. For example, although no assignment of contracts to Aterian is contemplated as part of the RVO Transaction, the Sale Agreement provides for the payment of all Cure Costs owing under the Retained Contracts (as each of those terms are defined in the Sale Agreement).

29. On April 17, 2024, the Canadian Court granted the RVO and approved the RVO Transaction contemplated thereunder. The Canadian Court's approval of the RVO and RVO Transaction and recognition of the same by this Court will allow for the continuation of the CPL Business for the benefit of the Debtors' stakeholders. The Foreign Representative submits that the Court should recognize and enforce the RVO because it and the RVO Transaction are the product of a fair and open process.

C. Local Rule 6004-1 Disclosures in regard to Sale Agreement

30. The following is a summary of certain material provisions of the Sale Agreement as required by Local Rule 6004-1(iv):³

³ Any summary of, or reference to, the terms and conditions of the Sale Agreement and/or the Proposed Order herein are qualified in their entirety by the actual terms and conditions of the Sale Agreement and the Proposed Order. To the extent there is any inconsistency between any such summary or reference herein and the actual terms and conditions of the Sale Agreement and the Proposed Order, the actual terms and conditions of the Sale Agreement and/or the Proposed Order shall control.

Provision	Description	Location in Order or Sale Agreement
Sale to Insider (L.R. 6004-1(iv)(A)).	N/A	N/A
Agreements with Management (L.R. 6004-1(iv)(B)).	N/A	N/A
Releases (L.R. 6004-1(iv)(C)).	<p>The Sale Agreement includes a release by the Buyer and a release by the Company, as outlined below. The RVO contemplates similar but distinct releases, as described in paragraph 45 hereof.</p> <p><u>Release by the Buyer</u> Except in connection with any obligations of the Company contained in the Sale Agreement, any closing document or the Canadian Court Orders, or to the extent not otherwise settled under the Transaction, effective upon the closing of the RVO Transaction, the Buyer and its affiliates (including the Company) irrevocably release and forever discharge CPL, the Monitor, the respective lender parties of the Debtors' credit facilities, and each of their respective affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, representatives and advisors (including financial and legal advisors) (the "<u>Company Released Parties</u>"), whether in Ontario, Canada or any other jurisdiction, whether or not presently known to them or to the law, and whether in law or in equity, of and from, and unconditionally and irrevocably waive any and all claims, including, among other things, all debts, obligations, expenses, costs and damages, that the Buyer and its affiliates (including the Company) ever had, now has or ever may have or claim to have against the Company Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the closing of the RVO Transaction, save and except for any claims arising out of fraud or willful misconduct.</p> <p><u>Release by the Company</u></p>	See Sale Agreement §§ 6.9, 6.10

	<p>Except in connection with the obligations of the Buyer contained in the Sale Agreement, any closing documents or the Canadian Court Orders, or the obligations of the investors under the Equity Commitment Letter (as defined in the Sale Agreement), or to the extent otherwise settled under the RVO Transaction, effective upon the closing of the RVO Transaction, the Company and its affiliates (including ResidualCo) irrevocably release and forever discharge the Buyer, the Monitor, the respective lender parties of the Debtors' credit facilities, and each of their respective affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, representatives and advisors (including financial and legal advisors) (the "<u>Buyer Released Parties</u>"), whether in Ontario, Canada or any other jurisdiction, whether or not presently known to them or to the law, and whether in law or in equity, of and from, and unconditionally and irrevocably waive any and all claims, including, among other things, all debts, obligations, expenses, costs and damages, that the Company and its affiliates (including ResidualCo) ever had, now has or ever may have or claim to have against the Buyer Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the closing of the RVO Transaction, save and except for any claims arising out of fraud or willful misconduct.</p>	
Private Sale/No Competitive Bidding (L.R. 6004-1(iv)(D)).	N/A	N/A
Closing and Other Deadlines (L.R.6004-1(iv)(E)).	<p>Section 5.1(c) of the Sale Agreement provides that obtaining an order of this Court recognizing the Canadian Proceedings and enforcing the RVO is a condition precedent to closing the RVO Transaction.</p> <p>The Outside Date for closing the Transaction is June 7, 2024.</p>	See Sale Agreement §§ 5.1(c)

Good Faith Deposit (L.R. 6004-1(iv)(F)).	\$7,598,723.09 paid to the Monitor to be applied against the closing consideration or returned or forfeited, as the case may be.	<i>See Sale Agreement § 2.3(a)</i>
Interim Arrangements with Proposed Buyer (L.R. 6004-1(iv)(G)).	The Sale Agreement contains customary provisions governing the rights of the Buyer prior to the Closing and as relates to the conduct of the CPL Business.	<i>See Sale Agreement § 6</i>
Use of Proceeds (L.R. 6004-1(iv)(H)).	Proceeds from the RVO Transaction shall be allocated as set forth as set forth in section 2.2(b) of the Sale Agreement.	<i>See Sale Agreement § 2.2(b)</i>
Tax Exemption (L.R. 6004-1(iv)(I)).	The Proposed Order does not seek to have the RVO Transaction declared exempt from taxes under section 1146(a) of the Bankruptcy Code.	N/A
Record Retention (L.R. 6004-1(iv)(J)).	N/A (the Company shall retain all of its books and records).	N/A
Sale of Avoidance Actions (L.R. 6004-1(iv)(K)).	N/A	N/A
Requested Findings as to Successor Liability (L.R. 6004-1(iv)(L)).	The Sale Agreement and Proposed Order provide for certain releases as to the Buyer.	<i>See Sale Agreement §§ 6.9, 6.10</i>
Sale Free and Clear of Unexpired Leases (L.R. 6004-1(iv)(M)).	N/A	N/A
Credit Bid (L.R. 6004-1(iv)(N)).	N/A	N/A
Relief from Bankruptcy Rule 6004(h) (L.R. 6004-1(iv)(O))	Given that obtaining an order of this Court recognizing the Canadian Proceedings and enforcing the RVO is a condition precedent to the closing of the RVO Transaction, the Foreign Representative seeks to waive the 14-day stay under Bankruptcy Rule 6004(h).	N/A

RELIEF REQUESTED

31. Pursuant to the Motion, the Foreign Representative seeks entry of the Proposed Order, pursuant to sections 105(a), 363, 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code (i) recognizing and enforcing the RVO in the United States; (ii) approving the sale of the CPL Canada Holdco Shares to the Buyer pursuant to the Sale Agreement, free and clear of all liens,

claims, encumbrances, and other interests (other than the Permitted Encumbrances (as defined in the Sale Agreement)); and (iii) granting such other relief as the Court deems just and proper.

BASIS FOR RELIEF REQUESTED

A. The Court Should Recognize and Enforce the RVO and Authorize the RVO Transaction Pursuant to Bankruptcy Code Section 363⁴

32. Upon recognition of a foreign proceeding as a foreign main proceeding, relief is available to the foreign representative under section 1520 of the Bankruptcy Code. *See* 11 U.S.C. § 1520. Section 1520(a)(2) of the Bankruptcy Code provides, in relevant part, that, “[u]pon recognition of a foreign proceeding that is a foreign main proceeding . . . sections 363, 549 and 552 apply to a transfer of an interest of the debtor in property that is within the territorial jurisdiction of the United States to the same extent that the sections would apply to property of an estate.” 11 U.S.C. § 1520(a)(2). Moreover, section 1520(a)(3) of the Bankruptcy Code provides that, upon recognition of a foreign main proceeding, “unless the court orders otherwise, the foreign representative may operate the debtor’s business and may exercise the rights and powers of a trustee under and to the extent provided by sections 363 and 552.” 11 U.S.C. § 1520(a)(3); *see also In re Elpida Memory, Inc.*, No. 12-10947 (CSS), 2012 WL 6090194, at *5 (Bankr. D. Del. Nov.

⁴ In addition to sections 1520 and 363, the Foreign Representative respectfully submits that the relief requested in this Motion is available under section 1521 and 1507. Under section 1521(a)(7), this Court may grant “any additional relief that may be available to a trustee.” Given that a trustee may sell a debtor’s assets under section 363, the Foreign Representative should similarly be authorized to sell the CPL Canada Holdco Shares. Moreover, the relief requested may be granted pursuant to Bankruptcy Code section 1507. Section 1507 authorizes this Court to “provide additional assistance to a foreign representative under [the Bankruptcy Code] or under other laws of the United States.” 11 U.S.C. § 1507. In deciding whether to extend relief under section 1507, this Court must consider principles of comity and determine whether the requested relief would reasonably assure: (a) just treatment of the Debtors’ creditors and equity holders; (b) protection of the Debtors’ United States creditors against prejudice and inconvenience in claim processing; (c) prevention of preferential or fraudulent dispositions of the Debtors’ property; and (d) distribution of the Debtors’ property substantially in accordance with the Bankruptcy Code’s priority scheme. *See id.* “These provisions embody the protections that were previously contained in section 304 of the Bankruptcy Code” *In re Rede Energia S.A.*, 515 B.R. 69, 95 (Bankr. S.D.N.Y. 2014). Such relief will provide the Debtors and all parties in interest with certainty that the RVO will be enforceable not only in Canada, but in the United States, and will therefore protect and prevent prejudice to such parties by ensuring uniform application of such orders.

16, 2012) (holding that section 363 of the Bankruptcy Code applies to transfers of assets located within the United States outside of the ordinary course of business in connection with cases commenced under chapter 15 of the Bankruptcy Code).

33. In addition, sections 1525 and 1527 of the Bankruptcy Code contemplate cooperation “to the maximum extent possible with the foreign court or a foreign representative,” which includes, “coordination of the administration and supervision of the debtor’s assets and affairs” and “approval or implementation of agreements concerning the coordination of proceedings.” 11 U.S.C. §§ 1525(a), 1527(4).

34. The fundamental purposes of Chapter 15 include fostering cooperation and comity between courts in the United States and foreign courts, protecting and maximizing the value of a debtor’s assets, and facilitating the rehabilitation and reorganization of businesses. 11 U.S.C. § 1501(a). A Chapter 15 case acts “in aid of the main proceeding” or as an “adjunct or arm of a foreign bankruptcy court.” *In re ABC Learning Centres Ltd.*, 728 F.3d 301, 306 (3d Cir. 2013). Chapter 15’s objectives, moreover, should be interpreted by considering “its international origin, and the need to promote an application of this chapter that is consistent with the application of similar statutes adopted by foreign jurisdictions.” 11 U.S.C. § 1508. In large part, the purpose of Chapter 15 is to exercise the United States’s jurisdiction to bring people and property into the foreign main proceeding’s jurisdiction. *In re ABC Learning Centres Ltd.*, 728 F.3d at 307; *see also Vertiv, Inc. v. Wayne Burt PTE, Ltd.*, 92 F.4th 169, 182 (3d Cir. 2024) (“Chapter 15 will generally favor deference to parallel bankruptcy proceedings.”). Thus, the RVO Transaction and the RVO should be recognized under principles of comity. This Court should recognize and enforce the RVO so long as it does not violate the public policy of the United States and the Canadian Court abides by fundamental standards of fairness.

35. As a threshold matter, an RVO is subject to review and approval by the Canadian Court. Armstrong Declaration ¶ 35. Similar to a sale under Section 363 of the Bankruptcy Code, a sale under the CCAA cannot be approved unless specified criteria are met and appropriate notice has been given. Armstrong Declaration ¶ 34. Creditors and parties in interest are afforded the opportunity to object at the RVO approval hearing. Armstrong Declaration ¶ 39.

36. Pursuant to the CCAA, an RVO transaction may not be approved without withstanding scrutiny from a Canadian court, which includes adequate marketing of the assets to ensure a fair price, and sufficient notice to parties in interest. These procedural safeguards and level of judicial oversight are similar to those found in plenary Chapter 11 cases in the United States. In this respect, the RVO is not materially different than sales that are frequently approved in Chapter 11 cases or implemented through a Chapter 11 plan. Accordingly, there is no basis to find that an RVO transaction is manifestly contrary to United States public policy and the RVO should be recognized and enforced by this Court in the United States.

1. *The RVO Transaction is a Prudent Exercise of Business Judgment*

37. Bankruptcy Code section 363(b)(1) provides that the Foreign Representative, “after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Although Bankruptcy Code section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property, bankruptcy courts routinely authorize sales of a debtor’s assets if such sale is based upon the sound business judgment of the debtor. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991). The demonstration of a valid business justification by the debtor leads to a strong presumption “that in making [the] business decision the directors of a corporation acted on an informed basis, in good faith and in

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the honest belief that the action taken was in the best interests of the company.” *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1990).

38. In the context of an asset sale pursuant to section 363 of the Bankruptcy Code, it is well established that it is not required that debtors conduct an auction in order to meet the business judgment standard. *See, e.g., In re Trans World Airlines, Inc.*, No. 01-00056 (PJW), 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (A “section 363(b) sale transaction does not require an auction procedure.”).

39. Here, entering into the RVO Transaction is a prudent exercise of the Debtors’ business judgment. The RVO Transaction is the culmination of the Debtors’ extensive restructuring efforts and marketing process. The process included extensive input and cooperation from the Monitor and was overseen by professionals engaged by the Debtors to manage the process and all subject to approval by the Canadian Court. These efforts resulted in a transparent and fair marketing process pursuant to the SISP and the granting of the RVO by the Canadian Court. The implementation of the RVO Transaction is supported by the Foreign Representative, the Monitor and Deerfield, the Debtors’ DIP Lender and largest secured creditor. Parties in interest were given notice and an opportunity to object and be heard by the Canadian Court and no such parties raised any objection.

40. The Foreign Representative believes that the RVO Transaction represents the best available option for the Debtors and their stakeholders in the circumstances. The RVO Transaction will allow the Company to exit the Canadian Proceedings and continue the CPL Business as a going concern. This Court’s recognition of the RVO is a critical step in achieving that result.⁵

⁵ Pursuant to Article 5.1(c) of the Sale Agreement, entry of the Proposed Order substantially in the form attached hereto is a condition precedent to the consummation of the RVO Transaction.

41. Recognition and enforcement of the RVO will permit CPL to sell the CPL Canada Holdco Shares and otherwise implement the RVO Transaction without disruption and in a timely and efficient manner. Absent the relief requested herein, the Debtors, their creditors, their employees and their contract counterparties (and other business-related counterparties) may potentially suffer significant, if not irreparable, harm due to an inability to close the RVO Transaction. Accordingly, the Foreign Representative hereby seeks recognition of the RVO in these Chapter 15 cases. RVO transactions have been recognized and enforced in the U.S. under Chapter 15 on several occasions, including by bankruptcy courts in this district. *See In re In re Acerus Pharmaceuticals Corp., et al.*, No. 23-10111 (TMH) (Bankr. D. Del. June 13, 2023), Docket No. 78; *In Re NextPoint Financial Inc., et al.*, No. 23-10983 (TMH) (Bankr. D. Del. Dec. 11, 2023), Docket No. 155; *In re Just Energy Group Inc., et. al.*, No. 21-30823 (MI) (Bankr. S.D. Tex., Dec. 1, 2022), Docket No. 232.

2. *Creditors and Parties-in-Interest Received Adequate Notice*

42. All creditors and parties-in-interest, including all U.S. based creditors, contract counterparties and litigation parties, received adequate notice of the Canadian Proceedings, the Comeback Hearing, the ARIIO, the SISP Approval Order and the RVO. As proposed in the *Foreign Representative's Motion for Entry of an Order Specifying Form and Manner of Service and Notice*, filed contemporaneously herewith (the "Notice Motion"), the Foreign Representative intends to serve the Notice Package (as defined in the Notice Motion) on all known creditors, including litigation parties and contract counterparties, regardless of location, to ensure that all creditors are given notice and are afforded an opportunity to appear and be heard at any upcoming hearings in this Court. The Notice Package includes (i) the Verified Petition; (ii) a copy of the Provisional Relief Order; (iii) a copy of the Proposed Recognition Order; (iv) a copy of this Motion; and (v) a copy of the Recognition Notice (as defined in the Notice Motion). In addition,

the Monitor has posted copies of all orders entered by the Canadian Court and its Reports to the Court on the Monitor's webpage at <https://www.ksvadvisory.com/experience/case/cpl>, which has been maintained in connection with the Canadian Proceedings and will be updated to include pleadings filed in both the Canadian Proceedings and these Chapter 15 Cases. Moreover, the Foreign Representative will serve, or cause to be served the Recognition Notice, which includes a notice of the hearing on this Motion, by electronic mail and/or domestic or foreign mail upon the following parties or their counsel, if known: (a) the Office of the United States Trustee for the District of Delaware; (b) all parties to litigation in which any Debtor is a party and that is pending in the United States as of the date that the Chapter 15 Petitions were filed; (c) all secured creditors of the Debtors in these cases; (d) contract counterparties; (e) all other known creditors of the Debtors in these cases; (f) all parties that were served with the Notice Package in the Canadian Proceedings; (g) the United States Food and Drug Administration; (h) the Debtors; (i) Aterian; and (j) all other parties that have requested notice in these cases pursuant to Bankruptcy Rule 2002. Further, the Foreign Representative will publish the Recognition Notice in the national edition of the *Wall Street Journal*, *USA Today*, *The New York Times*, or any other national publication that the Foreign Representative deems appropriate.

43. The Recognition Notice will, among other things, (a) set forth the time for filing objections to the relief requested in this Motion, (b) set forth the date, time, and place to attend a hearing on this Motion, (c) notify parties that copies of this Motion, including the Proposed Order, are available and may be examined (i) free of charge at the webpage maintained by the Foreign Representative at <https://www.ksvadvisory.com/experience/case/cpl>, or (ii) downloaded for a fee from the Court's electronic docket at <https://ecf.deb.uscourts.gov>. As such, the Recognition Notice will provide notice that is "reasonably calculated, under all the circumstances, to inform interested

parties of the pendency of a proceeding.” *In re Energy Future Holdings Corp.*, 522 B.R. 520, 529 (Bankr. D. Del. 2015) (citing *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314-15 (1950)). This notice comes in addition to the notice already provided in the Canadian Proceedings. Accordingly, the Foreign Representative submits that notice of the RVO and RVO Transaction and the hearing on approval thereof is sufficient and appropriate.

3. *The Purchase Price is Fair and Reasonable*

44. The closing consideration contemplated under the Sale Agreement is fair, reasonable, and reflective of the result of the SISP and provides the highest and best value to the Debtors and their stakeholders. The fairness and reasonableness of the consideration to be received by the Debtors is validated by an extensive “market test” through the SISP. *See In re Champion Enterprises, Inc.*, No. 09-14019 KG, 2012 WL 3778872, at *35 (Bankr. D. Del. Aug. 30, 2012) (“A market test is the best evidence of a company’s value at a given point in time.”). The Sale Agreement presents the best opportunity to maximize the value of the CPL Business and will allow the Company to continue on a going-concern basis. For all of the foregoing reasons, the Foreign Representative has concluded that the RVO Transaction is in the best interests of the Debtors, their creditors, and other parties in interest.

4. *The Releases Under the RVO are Appropriately Recognized Under Chapter 15 and the Bankruptcy Code*

45. The RVO provides for the release of all claims against: (a) the current and former directors, officers, shareholders, employees, legal counsel and advisors of each of the Debtors (including the Company and ResidualCo); (b) the Monitor and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors; (c) the Buyer and its current and former directors, officers, employees, legal counsel and advisors; and (d) Deerfield and its current and former directors, officers, employees, legal counsel and advisors.

The releases, as approved by the Canadian Court, are fair, reasonable and not overly broad as they apply only to those who have provided significant value to the Debtors' restructuring and the development of the RVO Transaction, relate only to the subject matter of the RVO Transaction and the Debtors' restructuring and business prior to the closing of the Transaction, and are subject to appropriate carve-outs for claims that are not permitted to be released under the CCAA and any act or omission that is finally determined by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

46. Notably, Canadian courts have approved releases in similar reverse vesting transactions, and such releases have been in favor of, among others, the debtor's directors and officers, the monitor, counsel, employees of the debtor, the debtor's advisors and others who have contributed value to the restructuring process. *See* Armstrong Declaration ¶ 32, n.3.

47. Recognition of such releases is appropriate and routinely granted to foreign debtors through Chapter 15 of the Bankruptcy Code. *See, e.g., In re In re Acerus Pharmaceuticals Corp., et al.*, No. 23-10111 (TMH) (Bankr. D. Del. June 13, 2023), Docket No. 78; *In Re NextPoint Financial Inc., et al.*, No. 23-10983 (Bankr. D. Del. Dec. 11, 2023), Docket No. 155; *In re Just Energy Group Inc., et. Al.*, No. 21-30823 (MI) (Bankr. S.D. Tex., Dec. 1, 2022), Docket No. 232; *see also In re Catalyst Paper Corp.*, No. 16-12419 (CSS), 2017 WL 5479405, at *2 (Bankr. D. Del. Jan. 20, 2017) (granting recognition to orders issued by the Canadian court, including the releases set forth therein).

48. Here, recognition of the releases and similar protections under the RVO serves the principal purpose of Chapter 15—granting comity and full force and effect to the orders of foreign courts. *See In re Metcalfe & Mansfield Alternative Investments*, 421 B.R. 685, 696 (Bankr. S.D.N.Y. 2010) (noting that “principles of enforcement of foreign judgments and comity in chapter

15 cases strongly counsel approval of enforcement in the United States of the third-party non-debtor release and injunction provisions included in the Canadian [o]rders,” even if those provisions may not be appropriate in a plenary Chapter 11 case.). Moreover, as similar releases are also granted in a Chapter 11 case, there can be no finding that the releases are manifestly contrary to public policy and are prohibited under section 1506. Accordingly, the RVO, including the releases and injunctions thereunder, should appropriately be recognized by this Court.

B. The Court Should Authorize and Approve the RVO Transaction, including the Sale of the CPL Canada Holdco Shares “Free and Clear” Under Section 363(f) of the Bankruptcy Code.

49. Bankruptcy Code Section 363(f) permits a debtor to sell property free and clear of another party’s interest in the property if: (a) applicable non-bankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

50. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the approval of the sale of the CPL Canada Holdco Shares free and clear of all interests (*i.e.*, all liens, claims, rights, interests, charges or encumbrances), except with respect to any interests that may be assumed or preserved under the Sale Agreement. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“Section 363(f) is written in the disjunctive, not the conjunctive, and if any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”) (citing *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988)).

51. Pursuant to section 363(f) of the Bankruptcy Code, the Debtors have obtained the requisite consent to enter into the Sale Agreement and sell the CPL Canada Holdco Shares free

and clear of all liens, claims, interests, or encumbrances (other than Permitted Encumbrances). Any creditors that may hold such liens, claims, encumbrances, or other interests who did not object, or who withdrew their objections to the Motion, should be deemed, subject to the terms of the Proposed Order and the RVO, to have consented to such sale free and clear pursuant to section 363(f)(2) of the Bankruptcy Code. The Foreign Representative submits that the sale of the CPL Canada Holdco Shares free and clear of all interests, other than as provided in the Proposed Order and the RVO, as applicable, satisfies the statutory prerequisites of section 363(f) of the Bankruptcy Code.

52. The sale of the CPL Canada Holdco Shares free and clear of all liens, claims, encumbrances, and other interests (other than Permitted Encumbrances) is consistent with the best interests of the Debtors' estates and creditors. Pursuing a sale other than one free and clear of all liens, claims, encumbrances, and other interests (other than Permitted Encumbrances as defined in the Sale Agreement) would yield substantially less value for the Debtors' estates. Therefore, a sale free and clear of all interests is in the best interests of the Debtors, their creditors, and other stakeholders, and is consistent with the RVO Transaction for which the Debtors are seeking approval in the Canadian Proceedings, in accordance with the terms of the RVO.

C. The Court Should Afford the Buyer All Protections Under Section 363(m) and (n) of the Bankruptcy Code as a Good Faith Purchaser.

53. The Foreign Representative also requests that the Court find that the Buyer is entitled to the benefits and protections set forth in sections 363(m) and (n) of the Bankruptcy Code. Specifically, section 363(m) of the Bankruptcy Code provides, in pertinent part:

[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal,

unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

54. Bankruptcy Code Section 363(m) thus protects the Buyer of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal so long as such purchaser leased or purchased the assets in “good faith.”

55. Such relief is appropriate as the RVO Transaction was the result of the SISP, which consisted of a robust and extensive marketing process, and parties in interest were provided with the opportunity to review and object to the RVO Transaction both in the Canadian Court and in this Court. *See Esposito v. Title Ins. Co. of Pa. (In re Fernwood Mkts.)*, 73 B.R. 616, 620 (Bankr. E.D. Pa. 1987) (good faith purchasers are protected under section 363(m) where notice is provided to lienholders). Courts generally conclude that a purchaser has acted in good faith as long as the consideration is adequate and reasonable, and the terms of the transaction are fully disclosed. *See, e.g., In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 149-50 (3d Cir. 1986).

56. Here, the Debtors’ assets and business were subjected to a robust solicitation and competitive bidding process (*i.e.*, the SISP) conducted by the Debtors with the assistance of experienced professional advisors and the Monitor. The Foreign Representative believes that the Sale Agreement is fair and reasonable in the circumstances, and is beneficial to the Debtors’ stakeholders as a whole, including their creditors, employees and trading partners. In that regard, the Foreign Representative has considered, in particular, that the RVO Transaction allows for the continuation of the CPL Business as a going concern. The protections of sections 363(m) and 363(n) of the Bankruptcy Code are essential to the willingness of the Buyer to consummate the RVO Transaction.

57. The Foreign Representative is not aware of any indication of any “fraud, collusion between the Buyer and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders” or similar conduct that would cause or permit the RVO Transaction to be avoided under section 363(n) of the Bankruptcy Code. *See In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d at 147 (describing types of misconduct that negate a purchaser’s good faith status (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 119⁸ (7th Cir. 1978))). The RVO Transaction is the result of a marketing process designed to obtain the highest or otherwise best offer in respect of the CPL Business, and is the product of extensive negotiations between the parties to the Sale Agreement.

58. Accordingly, the Foreign Representative seeks a finding that the Buyer is a good faith purchaser under section 363(m) of the Bankruptcy Code and has not violated section 363(n) of the Bankruptcy Code.

WAIVER OF RULE 6004(h)

59. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The relief sought by the Foreign Representative herein is a condition precedent to closing the RVO Transaction and is time sensitive. Any delay in closing could jeopardize the RVO Transaction to the detriment of the Debtors and their stakeholders. Accordingly, the Foreign Representative respectfully requests that the Court waive the 14-day stay imposed by Bankruptcy Rule 6004(h).

NOTICE

60. As set forth in the Notice Motion, the Foreign Representative intends to serve, or cause to be served, the Recognition Notice, which will, among other things, (a) set forth the time for filing objections to the relief requested in this Motion, (b) set forth the date, time, and place to

attend a hearing on this Motion, (c) notify parties that copies of this Motion, including the Proposed Order, are available and may be examined (i) free of charge at the webpage maintained by the Monitor at <https://www.ksvadvisory.com/experience/case/cpl>, or (ii) downloaded for a fee from the Court's electronic docket at <https://ecf.deb.uscourts.gov>, by electronic mail and/or domestic or foreign mail upon the following parties or their counsel, if known: (a) all persons or bodies authorized to administer foreign proceedings of the Debtors; (b) the Office of the United States Trustee for the District of Delaware; (c) all parties to litigation in which any Debtor is a party and that is pending in the United States as of the date that the Chapter 15 Petitions were filed; (d) all secured creditors of the Debtors (e) all other known creditors of the Debtors; (e) the United States Food and Drug Administration; (f) the Internal Revenue Service; (g) the Debtors; (h) Aterian; (i) any Other Interested Parties; and (j) all other parties that have requested notice in these cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Foreign Representative requests that this Court find that no further notice is required.

WHEREFORE, for the reasons set forth herein, the Foreign Representative respectfully requests that this Court enter an order, substantially in the form as the attached Proposed Order: (i) granting the relief requested herein and (ii) granting the Foreign Representative and the Debtors such other and further relief as the Court deems proper and just.

Dated: April 30, 2024
Wilmington, Delaware

LANDIS RATH & COBB LLP

/s/ Matthew B. McGuire

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Counsel to the Foreign Representative

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>CONTRACT PHARMACEUTICALS LIMITED, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors in a Foreign Proceeding.</p>	<p>X</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>X</p>	<p>Chapter 15</p> <p>Case No. 24-10915 (____)</p> <p>Jointly Administered</p> <p>Ref. No. ____</p>
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**ORDER (I) RECOGNIZING AND ENFORCING THE RVO, (II) APPROVING THE
RVO TRANSACTION FREE AND CLEAR OF LIENS, CLAIMS, AND
ENCUMBRANCES, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² filed by Contract Pharmaceuticals Limited, in its capacity as the duly authorized foreign representative (“CPL” or in such capacity, the “Foreign Representative”), as defined by section 101(24) of title 11 of the United States Code (the “Bankruptcy Code”), of CPL, CPL Canada Holdco Limited, Contract Pharmaceuticals Limited Canada, Glasshouse Pharmaceuticals Limited Canada, and Glasshouse Pharmaceuticals LLC (collectively, the “Debtors”), in the Debtors’ insolvency proceedings commenced under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), pending before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), File No. CV-23-00711401-00CL (the “Canadian Proceedings”), pursuant to sections 105(a), 363, 365, 1501, 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, for entry of an order (this “Order”): (a) recognizing and enforcing the RVO, attached hereto as **Exhibit 1**; (b) approving, under section 363 of the Bankruptcy Code, the sale of the Acquired Assets (as defined below) to the Buyer, free and clear of all liens, claims, encumbrances, and other interests (other than the

¹ The Debtors in these Chapter 15 cases and the last four digits of their tax identification numbers are: Contract Pharmaceuticals Limited (9212), CPL Canada Holdco Limited (0001), Contract Pharmaceuticals Limited Canada (0003), Glasshouse Pharmaceuticals Limited Canada (0001), and Glasshouse Pharmaceuticals LLC (7890). The Debtors’ head office is located at 7600 Danbro Crescent, Mississauga, ON L5N 6L6.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Permitted Encumbrances, as defined in the RVO) in accordance with the RVO; and (c) granting such other relief as the Court deems just and proper, all as more fully set forth in the Motion; and upon consideration of the Verified Petition and the Armstrong Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. §§ 109 and 1501; and venue being proper before this Court pursuant to § 1410; and the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and that this Court may enter a final order consistent with Article III of the United States Constitution; and adequate and sufficient notice of the filing of the Motion having been given by the Foreign Representative; and it appearing that the relief requested in the Motion is necessary and beneficial to the Debtors; and, if deemed necessary, this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and there being no objections or other responses filed that have not been overruled, withdrawn, or otherwise resolved; and after due deliberation and sufficient cause appearing therefore,

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. This Court entered the Recognition Order [Docket No. ____] on _____, 2024, and has found that the Debtors have satisfied the requirements of, among others, sections 101(23) and (24), 1502(4), 1504, 1509, 1515, 1517, 1520, 1521, and 1522 of the Bankruptcy Code. All such findings by this Court are hereby incorporated by reference herein and such Recognition Order shall continue in effect in all respects except to the extent this Order directly modifies or directly contradicts such Recognition Order.

B. On April 17, 2024, the Canadian Court granted the RVO, among other things: (i) approving the Sale Agreement and the RVO Transaction contemplated thereby, which will result in CPL Canada Holdco, CPL Canada, and Glasshouse Canada (collectively, the “Company”)

ceasing to be debtors in the Canadian Proceedings and Residual Co. being added as a debtor in the Canadian Proceedings; (ii) approving the sale of certain assets of the Debtors including the CPL Canada Holdco Shares (the “Acquired Assets”) and vesting in the Buyer all right, title and interest in and to the Acquired Assets, free and clear of any claims and encumbrances (other than Permitted Encumbrances); and (iii) vesting out of the Company certain excluded assets, contracts and liabilities and discharging all encumbrances against the Company (other than Permitted Encumbrances).

C. Based on the affidavits of service and publication filed with, and the representations made to, this Court: (i) notice of the Motion, the Hearing, if necessary, and the RVO was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 cases and these proceedings and complied with the various applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and (ii) no other or further notice of the Motion, the RVO, or the entry of this Order is necessary or shall be required. Under the circumstances of these chapter 15 cases, the Foreign Representative has provided a reasonable opportunity to object and be heard with respect to the Motion, the RVO, the RVO Transaction, and the relief requested therein and provided in this Order has been afforded to all interested persons and entities, including: (a) all persons or bodies authorized to administer foreign proceedings of the Debtors; (b) the Office of the United States Trustee for the District of Delaware; (c) all parties to litigation in which any Debtor is a party and that is pending in the United States as of the date that the Chapter 15 Petitions were filed; (d) all secured creditors of the Debtors; (e) all other known creditors of the Debtors; (f) the United States Food and Drug Administration; (g) the Internal Revenue Service; (h) the Debtors; (i) any Other Interested Parties; (j) all other parties that have requested notice in these cases pursuant to Bankruptcy Rule 2002; and (k) all other persons to

whom notice is required pursuant to this Court's *Order Specifying the Form and Manner of Service of Notice* [Docket No. ____].

D. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

E. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policies of the United States, is warranted pursuant to sections 105(a), 363(b), (f), (m) and (n), 364, 365, 1501, 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

F. Based on the information contained in the Motion, the Petition, the Armstrong Declaration and the record made at the Hearing, if necessary, the Debtors conducted an extensive marketing and sales process pursuant to the SISP with respect to the Debtors' business and their assets with the assistance of the Financial Advisor and under the supervision of the Monitor, and such process was non-collusive, duly noticed, and provided a reasonable opportunity for potential buyers to make any offer. The Foreign Representative, the Debtors and certain secured lenders to the Debtors, whose collateral is the subject of the RVO Transaction, support the sale of the Acquired Assets pursuant to the Sale Agreement in connection with the RVO Transaction. Parties in interest were duly noticed and provided an opportunity to raise any objections to the Canadian Court and no such objections were raised. As such, it is appropriate that the Acquired Assets be sold to the Buyer on the terms and subject to the conditions set forth in the Sale Agreement.

G. Based on information contained in the Motion, the Verified Petition, the Armstrong Declaration, and the record made at the Hearing, if necessary, the relief granted herein relates to

assets and interests that, under the laws of the United States, should be administered in the Canadian Proceedings.

H. The Debtors' performance under the Sale Agreement and related agreements: (i) constitute a sound and reasonable exercise of the Debtors' business judgment; (ii) provide value and are beneficial to the Debtors and are in the best interests of the Debtors, and their stakeholders; and (iii) are reasonable and appropriate in the circumstances. The consideration to be provided by the Buyer under the Sale Agreement was the highest and best offer available to the Debtors, provides a greater recovery than any alternative and constitutes fair consideration and reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, Uniform Avoidance Transaction Act, and other laws of the United States, any state, territory, possession thereof, or the District of Columbia.

I. The transactions implemented pursuant to the Sale Agreement do not amount to a consolidation, merger, or *de facto* merger of the Buyer with any of the Debtors.

J. Time is of the essence in consummating the RVO Transaction pursuant to the Sale Agreement. To maximize the value of the CPL Business, it is essential that the RVO Transaction be recognized and enforced in the United States promptly. The Foreign Representative, on behalf of the Debtors, has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the RVO Transaction. Accordingly, there is cause to waive the stay that would otherwise be applicable under Bankruptcy Rule 6004(h) such that the RVO Transaction contemplated by the Sale Agreement may be closed as soon as reasonably practicable upon entry of this Order.

K. Based upon the information contained in the Motion, the Verified Petition, the Armstrong Declaration, the other pleadings filed in these Chapter 15 cases, and the record made

at any hearing on the Motion, if necessary, the Sale Agreement and the RVO Transaction contemplated thereby were negotiated and entered into by the Debtors and the Buyer in good faith, without collusion, and from arm's-length bargaining positions. The Buyer is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. None of the Debtors, including the Foreign Representative, or the Buyer has engaged in any conduct that would cause or permit the Sale Agreement, or the consummation of the RVO Transaction contemplated thereby to be avoided or costs and damages to be imposed, including under section 363(n) of the Bankruptcy Code.

L. None of the Buyer nor any of its affiliates, officers, directors, managers, shareholders, members or any of their respective successors or assigns is an "insider" as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders exists between the Buyer and the Debtors.

M. The Sale Agreement was not entered into for the purpose of hindering, delaying, or defrauding any present or future creditors of the Debtors.

N. The Debtors may sell and transfer the Acquired Assets free and clear of all liens (including, without limitation, any "lien" as that term is defined in section 101(37) of the Bankruptcy Code), claims (including, without limitation, any "claim" as that term is defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances, and other interests of any kind or nature whatsoever (including rights of setoff and recoupment) against the Debtors and the Acquired Assets, other than the Permitted Encumbrances, because with respect to each creditor that may assert any liens, claims, encumbrances, and other interests, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each creditor that did not object to the Motion is deemed to have consented to the sale of the Acquired Assets free and

clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances) pursuant to section 363(f)(2) of the Bankruptcy Code.

O. The total consideration to be provided under the Sale Agreement reflects the reliance of the Buyer on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Acquired Assets, free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.

P. The sale of the Acquired Assets to the Buyer will be a legal, valid, and effective sale of the Acquired Assets, and will vest the Buyer with all rights, title, and interests in and to the Acquired Assets, free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.

Q. The Foreign Representative and the Debtors, as appropriate: (i) have full power and authority to execute the Sale Agreement and all other documents contemplated thereby; (ii) have all the power and authority necessary to consummate the RVO Transaction contemplated by the Sale Agreement; and (iii) upon entry of this Order, other than any consents identified in the Sale Agreement, need no consent or approval from any other person or governmental authority to consummate the RVO Transaction, which has been duly and validly authorized by all necessary corporate action of the Debtors.

R. The Sale Agreement is a valid and binding contract between CPL and the Buyer and shall be enforceable pursuant to its terms. The Sale Agreement, the RVO, the RVO Transaction, and the consummation thereof shall be specifically enforceable against and binding upon the Debtors in these Chapter 15 cases and shall not be subject to rejection or avoidance by any Person (as defined in section 101(41) of the Bankruptcy Code).

S. The Buyer would not have entered into the Sale Agreement and would not consummate the RVO Transaction, thus adversely affecting the Debtors, their creditors, and other parties in interest, if the sale of the Acquired Assets to the Buyer was not free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances), or if the Buyer would, or in the future could, be liable on account of any such lien, claim, encumbrance, or any other interest, including, as applicable, any liabilities related to the CPL Canada Holdco Shares that will not be assumed by the Buyer, as described in the Sale Agreement. Further, the preservation of the Regulatory Licenses, as contemplated by the RVO Transaction, was a material inducement to the Buyer's entry into the Sale Agreement.

T. A sale of the CPL Canada Holdco Shares that is not free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances) would yield substantially less value than the sale of the CPL Canada Holdco Shares pursuant to the Sale Agreement; thus, the RVO Transaction, in addition to all of the relief provided herein, is in the best interests of the Debtors, their creditors, and other parties in interest.

U. The releases, exculpation, and injunctive provisions set forth in the RVO, as approved by the Canadian Court, are fair, reasonable and appropriate under the circumstances. Such provisions apply to those who have provided significant value to the Debtors' restructuring and the development of the RVO Transaction and are an integral part of the RVO Transaction.

V. The interests of the Debtors' creditors in the United States are sufficiently protected. The relief granted herein is necessary and appropriate, in the interests of the public and international comity, consistent with the public policies of the United States, and warranted pursuant to sections 1521(b) and 1522 of the Bankruptcy Code.

W. The legal and factual bases set forth in the Motion and at the Hearing, if necessary, establish just cause for the relief granted herein.

X. Any and all findings of fact and conclusions of law announced by this Court at the Hearing are incorporated herein.

BASED ON THE FOREGOING FINDINGS OF FACT AND AFTER DUE DELIBERATION AND SUFFICIENT CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. All objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits.

Recognition and Enforcement of the RVO

3. The RVO, a copy of which is annexed hereto as **Exhibit 1**, and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the United States in their entirety.

4. The Sale Agreement and the RVO Transaction, which includes, for the avoidance of doubt, the sale and transfer of the Acquired Assets on the terms set forth in the Sale Agreement and the RVO, and this Order, and all of the terms and conditions of each of the foregoing, are hereby approved and authorized pursuant to sections 105, 363, 365, 1501, 1520, 1521, 1525 and 1527 of the Bankruptcy Code. The failure specifically to include any particular provision of the Sale Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale Agreement and the RVO Transaction be authorized and approved in their entirety.

5. Pursuant to sections 105, 363, 365, 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, the RVO and this Order, the Debtors, the Buyer, and the Foreign Representative (as well as their respective officers, employees, agents and lawyers) are authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate the RVO Transaction in accordance with the Sale Agreement, the RVO, and this Order; (b) distribute proceeds of the Sale Agreement in accordance with and as authorized therein; (c) perform, consummate, implement, and close the RVO Transaction, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Agreement and RVO Transaction and to take such additional steps and all further actions as may be necessary or appropriate to the performance of the obligations contemplated by the Sale Agreement, all without further order of the Court; (d) cause to be executed and filed such statements, instruments, releases, and other documents on behalf of such Person with respect to the Acquired Assets that are necessary or appropriate to effectuate the Sale Agreement, the RVO Transaction, any related agreements, the RVO, and this Order, including all actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors or the Buyer may determine are necessary or appropriate; and (e) cause to be filed, registered, or otherwise recorded a certified copy of the RVO, this Order and the Sale Agreement, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and other interests against the Acquired Assets (other than Permitted Encumbrances). The RVO and this Order are deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

Transfer of the Acquired Assets Free and Clear³

6. Pursuant to sections 105(a), 363, 365, 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, upon the closing of the RVO Transaction, the Acquired Assets shall be transferred and absolutely vest in the Buyer, in accordance with RVO and the Sale Agreement, without further instrument of transfer or assignment, and such transfer shall: (a) be a legal, valid, binding, and effective transfer of the Acquired Assets to the Buyer; (b) vest the Buyer with all rights, title, and interests in the Acquired Assets; and (c) clear of all liens, claims, encumbrances, and other interests, including, without limitation, any and all security interests (whether contractual, statutory or otherwise), mortgages, pledges, options, warrants, trusts, or deemed trusts (whether contractual, statutory, or otherwise), encumbrances, obligations, liabilities, demands, guarantees, restrictions, contractual commitments, rights, including, without limitation, rights of first refusal and rights of set-off, liens, executions, levies, penalties, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or forced sales provisions exercisable as a consequence of or arising from the closing of the RVO Transaction, whether arising prior to or subsequent to the commencement of the Canadian Proceedings or these Chapter 15 Cases, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured, legal, equitable, possessory or otherwise, actual or threatened civil, criminal administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any governmental authority or person at law or in equity whether imposed by agreement, understanding, law, equity, or otherwise, and any claim or demand resulting there from (other than the Permitted Encumbrances).

³ Capitalized terms used in this section but not defined elsewhere in this Order shall have the meanings ascribed to such terms in the RVO.

7. Pursuant to sections 105(a), 363(f), 365, 1501, 1520, 1521, 1525 and 1527 of the Bankruptcy Code, upon the closing of the RVO Transaction, except with respect to Permitted Encumbrances: (a) no holder of a lien, claim, encumbrance, or other interest against or in the Debtors and/or their assets shall interfere, and each and every such holder is enjoined from interfering with the Buyer's rights and title to or use and enjoyment of the Acquired Assets; and (b) the sale of the Acquired Assets, the Sale Agreement, and any instruments contemplated thereby shall be enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtors or any successor thereof. All Persons holding a lien, claim, encumbrance, or other interest against or in the Debtors and/or their assets are forever barred and enjoined from asserting such lien, claim, encumbrance, or other interest against the Acquired Assets, the Buyer, or any of its affiliates and their respective officers, directors, employees, managers, partners, members, financial advisors, attorneys, agents, and representatives, successors, and assigns from and after closing of the RVO Transaction. The Debtors are authorized and directed (at the reasonable request of the Buyer) to execute such documents as may be necessary to release any claims, liens, encumbrances and other interests of any kind against the acquired assets as such claims, liens, encumbrances and other interests of any kind may have been recorded or may otherwise exist.

8. By virtue of the transactions described herein and in the Motion, neither the Buyer nor any of its affiliates shall be deemed to: (i) be a legal successor, or otherwise deemed to be a successor, to any of the Debtors under any theory of law or equity; (ii) have, de facto or otherwise, merged with or into any or all Debtors or their estates; (iii) have a common identity or a continuity of enterprise with the Debtors; (iv) be an alter ego or a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors; or (v) to be liable for any acts or omissions of the Debtors

in the conduct of the business or arising under or related to the acquired assets, other than as set forth in the Sale Agreement. The Purchaser's acquisition of the acquired assets owned by the Debtors shall be free and clear of any "successor liability", vicarious liability and other types of transferee liability of any kind or nature whatsoever, whether known or unknown as of the closing, asserted or unasserted, fixed or contingent, liquidated or unliquidated. The operations of the Buyer and its affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the acquired assets. The Purchaser would not have acquired the acquired assets but for the foregoing protections against potential claims based upon "successor liability" theories.

9. None of the Buyer or its designees, affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the Sale Agreement and the entry into and consummation of the sale of the acquired assets or the RVO Transaction.

10. Each and every federal, state, and local governmental agency or department is authorized and directed to accept (and not impose any fee, charge, or tax in connection therewith) any and all documents and instruments necessary or appropriate to consummate the sale of the Acquired Assets to the Buyer. Effective as of the closing of the RVO Transaction, the RVO and this Order shall constitute for any and all purposes a full and complete conveyance and transfer of the Acquired Assets to the Buyer free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.

11. This Order shall be effective as a determination that, as of the closing of the RVO Transaction, (a) all liens, claims, encumbrances, and other interests against or in the Debtors and/or their assets, other than the Permitted Encumbrances, have been unconditionally released,

discharged, and terminated as to the Buyer and the Acquired Assets, and that the conveyances and transfers described herein have been effected, (b) no creditors of the Debtors or ResidualCo shall have any claim upon, cause of action against, or interest in, the Acquired Assets or the Buyer as of the closing of the RVO Transaction, and (c) such Order is and shall be binding upon and govern the acts of all Persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing Persons is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement and effect the discharge of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances, pursuant to this Order and the RVO, and not impose any fee, charge, or tax in connection therewith.

12. The Sale Agreement has been negotiated and executed, and the transactions contemplated by the Sale Agreement are and have been undertaken, by Debtors, the Buyer and their respective representatives at arm's length, without collusion and in "good faith," as that term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the RVO Transaction and any other transactions contemplated thereby shall not affect the validity of such transactions or any term of the Sale Agreement, and shall not permit the unwinding nor affect the validity or transfer of such transactions, including Sale Agreement and the transfer of the Acquired Assets to the Buyer free and clear of all liens, claims, encumbrances, and other interests. The Purchaser is a good faith

purchaser within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

13. None of the Debtors or the Buyer has engaged in any conduct that would cause or permit the Sale Agreement to be avoided or costs and damages to be imposed, including under section 363(n) of the Bankruptcy Code.

14. The terms and provisions of the Sale Agreement, the RVO, and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, the Buyer, the Foreign Representative, the Debtors' creditors, and all other parties in interest, and any successors of the Debtors, the Buyer, the Foreign Representative, and the Debtors' creditors, including any foreign representative(s) of the Debtors, trustee(s), examiner(s), or receiver(s) appointed in any proceeding, including, without limitation, any proceeding under any chapter of the Bankruptcy Code, the CCAA, or any other law, and all such terms and provisions shall likewise be binding on such foreign representative(s), trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Debtors, their creditors, or any trustee(s), examiner(s), or receiver(s).

15. Subject to the terms and conditions of the RVO, the Sale Agreement and any related agreements, documents, or other instruments, may be modified, amended, or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of this Court; *provided* that any such modification, amendment, or supplement does not materially change the terms of such agreements, documents, or other instruments and is otherwise in accordance with the terms of the RVO.

Releases

16. The releases, exculpation, and injunctive provisions set forth in the RVO are expressly recognized by this Court and given full force and effect in the United States. For the

avoidance of doubt, nothing herein shall release, exculpate, or enjoin any claims arising out of actual fraud or willful misconduct.

17. Any legal, factual, equitable, or other defenses (including, but not limited to, waiver, release, estoppel, or res judicata) held by any Released Parties (as defined in the RVO) in connection with any claim held by, asserted, or asserted in the future by any person against any Released Parties are hereby preserved and shall not be limited, waived, released, modified, or affected whatsoever by the entry of this Order. Without limiting the foregoing, the rights of any Released Parties to (a) raise or assert that the releases, exculpation, and/or injunctive provisions contained in the RVO entered in the Canadian Proceedings are applicable to them and are fully enforceable as a defense in any action brought in any court, tribunal, or forum within the United States, and (b) seek recognition of the releases, exculpation, and injunctions contained in the RVO under the comity doctrine or any other similar cross-border cooperation doctrine or treaty are fully preserved and retained in full.

Additional Provisions

18. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the Debtors' operations on account of the filing or pendency of these Chapter 15 Cases or the consummation of the Sale.

19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

20. Notwithstanding anything to the contrary in this Order, the RVO, or any other document, this Court shall retain exclusive jurisdiction to hear and determine all disputes which are in any forum or court within the territorial United States involving the existence, nature, scope,

or enforcement of any exculpations, discharges, injunctions, and releases granted in the RVO or recognized by this Order.

21. Nothing in this Order shall be deemed to waive, release, extinguish, or estop the Debtors or the Foreign Representative from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset, or counterclaim in respect of any asset or interest that is not the Acquired Assets.

22. All Persons subject to the jurisdiction of the United States are permanently enjoined and restrained from taking any actions inconsistent with, or interfering with, the enforcement and implementation of the RVO or any documents incorporated by the foregoing.

23. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and the RVO.

24. Upon the closing of the RVO Transaction, as evidenced by the Foreign Representative filing a notice of such with this Court, the Foreign Representative shall submit a proposed order closing the Chapter 15 cases of the Debtors comprising the Company (being CPL Canada Holdco, CPL Canada and Glasshouse Canada).

25. Notwithstanding any provisions in the Bankruptcy Rules to the contrary, including but limited to Rules 6004(h) and 6006(d), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and the Debtors and the Buyer are authorized, each in its discretion, to close the transactions contemplated by the Sale Agreement immediately upon entry of this Order.

26. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order and the RVO in the United States.

Dated: ____, 2024
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

Exhibit B

RVO Order



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

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

THE HONOURABLE
JUSTICE W.D. BLACK

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WEDNESDAY, THE 17TH DAY
OF APRIL, 2024

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

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

(the "**Applicants**")

APPROVAL AND REVERSE VESTING 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*, (a) approving the Share Purchase Agreement (as amended and as may be further amended, the "**Agreement**") between Contract Pharmaceuticals Limited, as seller ("**Seller**"), and AIP Elixir Buyer Inc., as buyer ("**Buyer**"), dated as of March 30, 2024 and attached hereto as **Schedule "A"** and the transaction contemplated therein (the "**Transaction**"), (b) vesting and transferring the Excluded Assets, Excluded Contracts and Excluded Liabilities (including in relation to CPL Canada Holdco, CPL Canada, and Glasshouse Canada (collectively, the "**Company**")) in and to 1000834899 Ontario Inc. ("**ResidualCo**"), and (c) granting certain related relief, 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, the Third and Fourth Reports of KSV Restructuring Inc., in its capacity as Court-appointed monitor (in such capacity, 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. (“**Deerfield**”), 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 Amended and Restated Initial Order of this Court dated December 22, 2023 (the “**ARIO**”), the SISP Approval Order dated December 22, 2023 (the “**SISP Approval Order**”), or the Agreement, as applicable, and the following capitalized terms shall have the following meanings:

- (a) “**Expunged Claims**” means all Claims and Encumbrances (including, without limitation, the Excluded Liabilities) other than the Retained Obligations; and
- (b) “**Retained Obligations**” means (i) the Assumed Liabilities and (ii) the Permitted Encumbrances.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Agreement (including the First Amending Agreement dated April 12, 2024 (the “**First Amendment**”)) and the Transaction are hereby approved, and the execution of the Agreement (including the First Amendment) by the

Seller is hereby authorized and approved, with such minor amendments to the Agreement as the parties to the Agreement may deem necessary or desirable, with the approval of the Monitor.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with and complete the Transaction and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS** that the Seller, the other Applicants and the Monitor are hereby authorized to perform their obligations under the Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction.

PRE-CLOSING REORGANIZATION

6. **THIS COURT ORDERS** that the Pre-Closing Reorganization is hereby approved and the Applicants are hereby authorized to (a) implement and complete the Pre-Closing Reorganization in the manner and sequence specified in the Agreement, with such amendments thereto as the parties to the Agreement may deem necessary or desirable with the consent of the Monitor, and (b) perform such acts and execute such documents as contemplated under the Pre-Closing Reorganization or as may be necessary or desirable for the completion of the Pre-Closing Reorganization. Subject to the Effective Time occurring, US\$8,000,000 owing under the Deerfield Facility will, and will be deemed to, be fully and finally released as contemplated by the Deferred Payment Agreement immediately prior to commencement of the Pre-Closing Reorganization with effect on Closing.

7. **THIS COURT ORDERS** that the Applicants are permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be necessary or desirable to effectuate the Pre-Closing Reorganization and that such articles, documents or instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under applicable law to obtain director, shareholder, partner, member or other approval under applicable law.

VESTING OF EXCLUDED ASSETS, EXCLUDED CONTRACTS, EXCLUDED LIABILITIES AND CPL SHARES

8. **THIS COURT ORDERS** that upon the delivery by the Monitor of the Monitor's certificate substantially in the form attached as **Schedule "B"** hereto (the "**Monitor's Certificate**") to the Applicants and the Buyer, the Closing Sequence shall occur and shall be deemed to have occurred in the sequence set out in the Agreement at the time of delivery of the Monitor's Certificate (the "**Effective Time**"), and the following shall occur and shall be deemed to have occurred at the Effective Time in the following sequence:

- (a) all right, title and interest of the Company in and to the Excluded Assets shall, for no consideration, be transferred to and vest absolutely and exclusively without recourse in ResidualCo;
- (b) all Excluded Contracts shall, for no consideration, be transferred to, assumed by and vest absolutely and exclusively without recourse in ResidualCo;
- (c) all Excluded Liabilities shall, for no consideration, be transferred to, assumed by and vest absolutely and exclusively without recourse in ResidualCo (and, for

greater certainty, the assumption of the Excluded Liabilities will not be consideration for any Excluded Assets or Excluded Contracts);

- (d) all Expunged Claims shall be irrevocably and forever expunged, released and discharged as against the Company and the Retained Assets; and
- (e) all right, title and interest of the Seller in and to the CPL Shares shall vest absolutely and exclusively in the Buyer, free and clear of all Claims and Encumbrances, other than Permitted Encumbrances.

9. **THIS COURT ORDERS** that, as of the Effective Time:

- (a) the Company shall continue to hold all right, title and interest in and to the Retained Assets, free and clear of all Expunged Claims;
- (b) the nature and priority of the Excluded Liabilities, including their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to and assumption by ResidualCo;
- (c) any Person that prior to the Effective Time had an Expunged Claim against or in respect of the Company or any Retained Assets shall, as of the Effective Time, no longer have any such Claim or Encumbrance against or in respect of the Company or the Retained Assets, but shall have an equivalent Claim or Encumbrance, as applicable, as against ResidualCo from and after the Effective Time in its place and stead, with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to ResidualCo; and

- (d) except for the CPL Shares and the common shares of CPL Canada and Glasshouse Canada owned by CPL Canada Holdco, any agreement, contract, plan, indenture, deed, subscription right, conversion right, pre-emptive right or other document or instrument governing or having been created or granted in connection with any common shares, options, warrants, share units, or other equity interests of the Company shall be deemed terminated and cancelled for no consideration.

10. **THIS COURT ORDERS** that (a) nothing in this Order or the Agreement shall waive, compromise or discharge any obligations of the Company or the Buyer in respect of any Retained Obligations; (b) the designation of any Retained Obligation as such is without prejudice to the right of the Buyer or the Company to dispute the existence, validity or quantum of such Retained Obligation; and (c) nothing in this Order or the Agreement shall affect or waive the legal or equitable rights or defences of the Buyer or the Company with respect to such Retained Obligation, including, but not limited to, all rights with respect to entitlements to any set-offs or recoupment rights with respect to such Retained Obligation.

11. **THIS COURT ORDERS** that in the event that either the Company, the Seller or the Monitor becomes aware that record or beneficial ownership or possession of any asset that is not an Excluded Asset has been transferred to ResidualCo at the Closing, then it shall promptly notify the other Party (or Parties, as applicable), and the Parties and ResidualCo shall thereafter reasonably cooperate to, as promptly as practicable, sell, convey, transfer, assign and deliver (or cause to be sold, conveyed, transferred, assigned and delivered) the relevant asset to the Company.

12. **THIS COURT ORDERS** the Monitor to serve on the service list in these CCAA proceedings (the “**CCAA Proceedings**”), post on the Monitor’s website, and file with this Court

a copy of the Monitor's Certificate as soon as possible after the delivery thereof to the Applicants and the Buyer in connection with the Transaction.

13. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Seller and the Buyer regarding the satisfaction or waiver of the conditions to closing under the Agreement and shall have no liability with respect to the delivery of the Monitor's Certificate.

INJUNCTIONS

14. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, commencing or enforcing any rights, entitlements, remedies, Claims or Encumbrances, including the Encumbrances to Be Discharged (but for certainty, excluding the Permitted Encumbrances), against or in respect of the CPL Shares, the Company, the Retained Assets or the Buyer in any way relating to, arising from or in respect of any of the following (collectively, the "**Specified Matters**"):

- (a) the Excluded Assets;
- (b) the Excluded Contracts;
- (c) the Excluded Liabilities;
- (d) the Expunged Claims;
- (e) any circumstance that existed or event that occurred prior to the Effective Time that would have entitled such Person to enforce such right, entitlement, remedy, Claim or Encumbrance (except to the extent relating to a Retained Obligation);

- (f) the insolvency of the Applicants prior to the Effective Time;
- (g) the commencement or existence of these CCAA Proceedings or any other insolvency proceeding in respect of the Applicants, including any proceeding under Chapter 15 of the United States Bankruptcy Code (the “**US Bankruptcy Code**”);
- (h) the completion of the Transaction and any actions taken by the Applicants pursuant to the Agreement, the Pre-Closing Reorganization, this Order, the ARIO, the SISP Approval Order or any other Order of the Court in these CCAA Proceedings; or
- (i) any change of control, whether direct or indirect, of the Company arising from the implementation of the Transaction.

RETAINED CONTRACTS

15. **THIS COURT ORDERS** that the Retained Contracts shall remain in full force and effect, and the Company shall remain entitled to all of its rights, benefits and entitlements under such Retained Contracts. From and after the Effective Time, no Person who is a counterparty to or has any rights under any Retained Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations, enforce or exercise any right, entitlement or remedy (including any right of set-off), or make any demand with respect to such Retained Contract by virtue of or relating to any Specified Matter, and no automatic termination arising under such Retained Contract arising from or relating to any Specified Matter will have any validity or effect.

16. **THIS COURT ORDERS** that as of the Effective Time, all counterparties to a Retained Contract shall be deemed to have permanently waived any default or non-compliance by the

Company under the terms of any Retained Contract arising from or relating to any Specified Matter.

17. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Agreement shall be paid by the Company to the relevant counterparty to a Retained Contract on or before the date that is 30 days following the Effective Time or such later date as may be agreed to by the Buyer and the relevant counterparty to a Retained Contract.

CANCELLATION OF SECURITY REGISTRATIONS

18. **THIS COURT ORDERS** that, from and after the Effective Time, the Seller, the Buyer and the Company and their respective counsel and agents are authorized to take all steps and execute such documents and instruments as may be necessary or desirable to effect the discharge of any Encumbrances (including, without limitation, those Encumbrances listed on Schedule “B” of the Agreement), except for any Permitted Encumbrances, as against the CPL Shares, the Company or the Retained Assets in any applicable jurisdiction.

19. **THIS COURT ORDERS** that, upon presentation of the required form with a true copy of this Order and the Monitor’s Certificate, the registrars under the *Personal Property Security Act* (Ontario) are hereby authorized and directed to cancel, discharge, delete and expunge all instruments and registrations made, registered or published against or in respect of the CPL Shares, the Company or the Retained Assets (including, without limitation, those instruments and registrations related to the Encumbrances listed on Schedule “B” of the Agreement), except for any Permitted Encumbrances.

20. **THIS COURT ORDERS** that, upon presentation of the required form with a true copy of this Order and the Monitor's Certificate, the Registrar of Trademarks under the *Trademarks Act* (Canada), the Commissioner of Patents under the *Patent Act* (Canada), and any other applicable office responsible for the registration of trademarks, patents, copyrights and industrial designs of the Company, are hereby authorized and directed to cancel, discharge, delete and expunge all security interests (other than the Permitted Encumbrances) recorded at the Canadian Intellectual Property Office, United States Patent and Trademark Office or any other registry responsible for registration in respect of the intellectual property applications and registrations of the Company, including without limitation those security interests listed on **Schedule "C"** hereto.

ADMINISTRATIVE CASE MATTERS

21. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (a) ResidualCo shall be a company to which the CCAA applies;
- (b) ResidualCo shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an "Applicant" or the "Applicants" shall, unless the context otherwise requires, be deemed to refer to and include ResidualCo, *mutatis mutandis*; (ii) "Property", as defined in the ARIO, shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of ResidualCo (the "**ResidualCo Property**"), and (iii) each of the Charges (as such term is defined in the ARIO) shall constitute charges on the ResidualCo Property;

- (c) the Applicants comprising the Company shall cease to be Applicants in these CCAA Proceedings and shall be deemed to be released from the purview of the ARIO and all other Orders of this Court granted in the within CCAA Proceedings and the CCAA Charges granted therein, save and except for this Order, the terms of which as they relate to the Company shall continue to apply in all respects; and
- (d) the Monitor shall be discharged as Monitor of the Applicants comprising the Company and shall solely be the Monitor of the Seller, Glasshouse Pharmaceuticals LLC and ResidualCo (collectively, the “**Remaining Applicants**”).

22. **THIS COURT ORDERS** that, as of the Effective Time, the title of these proceedings is hereby changed to:

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 AND ARRANGEMENT OF
CONTRACT PHARMACEUTICALS LIMITED, GLASSHOUSE
PHARMACEUTICALS LLC AND 1000834899 ONTARIO INC.

VALIDITY OF THE TRANSACTION

23. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these CCAA Proceedings;
- (b) any application for a bankruptcy order or a receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), R.S.C 195, c. B-3, as amended (the “**BIA**”), the US Bankruptcy Code, or any other applicable legislation in respect of the Remaining Applicants or any of their respective property and any order issued pursuant to any such applications;

- (c) any assignment in bankruptcy made in respect of any of the Remaining Applicants;
and
- (d) the provisions of any applicable legislation,

the Agreement, the Closing Documents, the consummation of the Transaction, including without limitation the Pre-Closing Reorganization, the transfer and vesting of the Excluded Assets, the Excluded Contracts and the Excluded Liabilities in and to ResidualCo, the release and discharge of the Company and the Retained Assets from all Expunged Claims, and the vesting of the CPL Shares in the Buyer (i) shall be binding on any trustee in bankruptcy, receiver or monitor that may be appointed in respect of any of the Remaining Applicants, or their respective assets and property, (ii) shall not be void or voidable by creditors of the Remaining Applicants, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation or the US Bankruptcy Code, and (iii) shall not constitute nor be deemed to be oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

RELEASES

24. **THIS COURT ORDERS** that, effective as of the Effective Time: (a) the current and former directors, officers, shareholders, employees, legal counsel and advisors of each of the Applicants (including, for the avoidance of doubt, the Company and ResidualCo); (b) the Monitor and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors; (c) the Buyer and its current and former directors, officers, employees, legal counsel and advisors; and (d) Deerfield and its current and former directors,

officers, employees, legal counsel and advisors (the Persons specified in (a), (b), (c) and (d) being collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, Taxes (as defined in the Agreement) or liabilities in respect of Taxes (including, in each case, interest and penalties), recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in contract, statute, common law or otherwise) arising in connection with or relating, in whole or in part, directly or indirectly to (i) the terms or implementation of the Agreement, the Transaction or this Order, (ii) these CCAA Proceedings, or (iii) any act, omission, transaction, dealing, occurrence, matter, circumstance, fact or thing existing or arising prior to the Effective Time in respect of or relating to any of the Applicants (including, for the avoidance of doubt, the Company and ResidualCo) or their respective assets, liabilities, obligations, business, affairs, administration or management (collectively, the “**Released Claims**”), which Released Claims are hereby and shall be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo or to any other Person or entity and are extinguished; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim (x) against the current or former directors of the Applicants that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or (y) with respect to any act or omission that is finally determined by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

25. **THIS COURT ORDERS** that all Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to any and all Released Claims, from: (a) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties; (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their respective property; (c) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties; or (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their respective property.

26. **THIS COURT ORDERS** that, notwithstanding any other provision hereof, neither the Applicants nor any of their current or former directors and/or officers shall be released from any claim, whether in law or in equity, known or unknown, existing up to the Effective Time, solely to the extent it is necessary with respect to maintaining any claims as against the insurance policies of the Applicants that may be available to pay insured claims in respect of the Applicants or their current or former directors and officers (the “**Insurance Policies**” and such claims being the “**Potentially Insured Claims**”); provided that, from and after the Effective Time, any Person having a Potentially Insured Claim shall only be entitled to recover from proceeds under the

Insurance Policies, to the extent available, and the recovery of such claimant shall be solely limited to such proceeds, without any additional rights of enforcement or recovery as against the Applicants or the current or former directors or officers of the Applicants.

27. **THIS COURT ORDERS** that nothing contained in this Order prejudices, compromises, releases or otherwise affects any right, defence or obligation of any insurer in respect of the Insurance Policies.

28. **THIS COURT ORDERS** that, effective as of the Effective Time, the Buyer and the Company shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Applicants (provided that, as it relates to the Company, such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Company after the Effective Time, or (b) Taxes expressly assumed as Assumed Liabilities pursuant to the Agreement), including, without limiting the generality of the foregoing, all Taxes on behalf of any other Person, and Taxes that could be assessed against the Buyer or the Company (including its affiliates and any predecessor corporations) pursuant to section 160 or 160.01 of the *Income Tax Act* (Canada), including as a result of any future amendments or proposed amendments to such provisions or related provisions, or any provincial equivalent, in connection with the Applicants.

GENERAL

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

30. **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, tribunal or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts, tribunals 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.

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other 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.

32. **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”
SHARE PURCHASE AGREEMENT**

Attached.

SHARE PURCHASE AGREEMENT

CONTRACT PHARMACEUTICALS LIMITED

as Seller

- and –

AIP ELIXIR BUYER INC.

as Buyer

MARCH 30, 2024

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SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of March 30, 2024

AMONG:

CONTRACT PHARMACEUTICALS LIMITED, a corporation
incorporated under the laws of the State of Delaware (“**Seller**”)

- and –

AIP ELIXIR BUYER INC., a corporation incorporated under the
laws of the Province of Alberta (the “**Buyer**”)

RECITALS:

- A. Seller owns all of the issued and outstanding shares (the “**CPL Shares**”) in the capital of CPL Canada Holdco.
- B. CPL Canada develops, manufactures, packages, and tests pharmaceutical and regulated over-the-counter products, and also provides laboratory services that include materials, product release and stability testing as well as product development services (the “**Business**”).
- C. The Seller and its Affiliates (the “**CCAA Applicants**”) have commenced proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), and obtained an initial order (the “**Initial CCAA Order**”) from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on December 15, 2023, pursuant to which, *inter alia*, KSV Restructuring Inc. was appointed as the monitor of the CCAA Applicants (in such capacity, the “**Monitor**”), and an amended and restated initial order (the “**ARIO**”) was obtained from the Court on December 22, 2023.
- D. The CCAA Applicants obtained a SISP Approval Order from the Court dated December 22, 2023 (the “**SISP Approval Order**”), approving a refinancing, sale and investment solicitation process (the “**SISP**”) and, *inter alia*, authorizing and directing the CCAA Applicants, SSG Capital Advisors LLC, as Financial Advisor, and the Monitor to implement the SISP pursuant to the terms thereof.
- E. The Buyer participated in the SISP, with one of its Affiliates submitting a non-binding letter of intent by the LOI Deadline (as defined in the SISP), and Buyer submitting a Qualified Bid (as defined in the SISP) by the Qualified Bid Deadline (as defined in the SISP) to purchase the CPL Shares.
- F. The Buyer’s Qualified Bid (on the terms reflected in this Agreement) has been designated by the CCAA Applicants, in consultation with the Monitor and the DIP Lender, as the Successful Bid and the Parties are desirous of consummating the transaction contemplated herein on the terms and conditions set forth herein.

- G. Upon the issuance by the Court of the Approval and Vesting Order, and subject to the satisfaction or waiver of the other closing conditions set forth hereunder, Buyer shall acquire the CPL Shares, on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement (the receipt and sufficiency of good and valuable consideration being acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement,

- (a) **“Action”** means any claim, counterclaim, application, action, suit, cause of action, order, charge, indictment, prosecution, demand, complaint, grievance, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at Law or in equity and by or before a Governmental Authority;
- (b) **“Administration Charge”** has the meaning given to it in the ARIO;
- (c) **“Administrative Expense Reserve”** means an amount equal to \$750,000 to be paid to the Monitor in accordance with the terms hereof and held in trust by the Monitor for the benefit of Persons entitled to be paid the Administrative Expense Costs;
- (d) **“Administrative Expense Costs”** means (i) the reasonable and documented fees and costs of the Monitor and its professional advisors and the professional advisors of the CCAA Applicants and ResidualCo in each case for services performed prior to and after the Closing Date, in each case, relating directly or indirectly to the CCAA Proceedings, the Chapter 15 Proceedings, the Terminated Employee Fund, this Agreement or the bankruptcy or other wind-down of the remaining CCAA Applicants, including costs required to wind down and/or dissolve and/or bankrupt ResidualCo, Seller and Glasshouse Pharmaceuticals LLC (including the fees and expenses of any wind-down officer that may be engaged to assist in connection with same) and costs and expenses required to administer the Excluded Assets, Excluded Contracts, Excluded Liabilities and ResidualCo, and; (ii) amounts owing in respect of obligations secured by the CCAA Charges that have not been paid prior to the Closing Date or otherwise paid under the Closing Sequence;
- (e) **“Affiliate”** of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and “control” and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person (“A”) controls

another Person (“**B**”) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose, provided that in respect of Buyer, Affiliates does not include any Portfolio Companies;

- (f) “**Agreement**” means this Share Purchase Agreement and all attached Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions referred to in this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement;
- (g) “**Applicable Law**” means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, the Company, the Buyer, the Business or the CPL Shares;
- (h) “**Approval and Vesting Order**” means an approval and reverse vesting order of the Court substantially in the form attached hereto as Schedule I with such changes as the Seller and the Buyer may agree, each acting reasonably;
- (i) “**ARIO**” has the meaning given to such term in Recital C;
- (j) “**Assumed Liabilities**” means (a) Liabilities specifically and expressly designated by the Buyer as assumed Liabilities in Schedule “A” an amended list of which may be delivered by the Buyer to the Seller and the Monitor from time to time no later than two (2) Business Days before the Closing Date (provided that the amendments may only include additional Liabilities and may not remove any Liabilities that were listed as of the date hereof without the Seller’s written consent, not to be unreasonably withheld, conditioned or delayed and the consent of the Monitor); (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances solely to the extent arising out of events or circumstances that first occur after the Closing, (c) Liabilities in respect of the Continuing Employees except as set forth in the definition of Excluded Liabilities; (d) Pre-Filing Stayed Unsecured Obligations; and (e) Post-Filing Trade Amounts;
- (k) “**ASPE**” means Accounting Standards for Private Enterprises;
- (l) “**Business**” has the meaning given to such term in Recital A;

- (m) “**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;
- (n) “**Buyer**” has the meaning given to such term in the preamble to this Agreement;
- (o) “**Buyer Consultant**” means a reputable and experienced consultant to be engaged by Buyer, in its sole and absolute discretion and at its sole cost, expense, direction and responsibility, including in respect of all Applicable Law and compliance with the applicable terms of this Agreement, including Sections 6.1 and 10.1;
- (p) “**Buyer Released Parties**” has the meaning given to such term in Section 6.10;
- (q) “**CCAA**” has the meaning given to such term in Recital C;
- (r) “**CCAA Applicants**” has the meaning given to such term in Recital C;
- (s) “**CCAA Charges**” means, collectively, the Administration Charge, DIP Lender’s Charge, Directors’ Charge, Financial Advisor Charge and KERP Charge;
- (t) “**CCAA Proceedings**” has the meaning given to such term in Recital C;
- (u) “**Chapter 15 Proceedings**” has the meaning given to such term in Section 5.1(c);
- (v) “**Claims**” means all debts, obligations, expenses, costs, damages, losses, Actions, Liabilities, Encumbrances (other than Permitted Encumbrances), accounts payable, indebtedness, contracts, leases, agreements, undertakings, claims (including product liability claims), rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise);
- (w) “**Closing**” means the completion of the Transaction at the Closing Time;
- (x) “**Closing Consideration**” has the meaning given to such term in Section 2.2(b);
- (y) “**Closing Date**” means the date that is no later than the earlier of the second Business Day after the last of the conditions set forth in Article 5 have been satisfied and by the Outside Date if the conditions set forth in Article 5 have been satisfied (other than, in each case, those conditions that by their nature are to be satisfied at closing of the Transaction, but subject to satisfaction or waiver of those conditions) or, where not prohibited, waived by the applicable Party or Parties in whose favour the condition is, unless another time or date is agreed to in writing by the Parties, or such other date as the Parties and the Monitor, may agree, acting reasonably;
- (z) “**Closing Documents**” means all contracts, agreements and instruments required by this Agreement to be delivered at or before the Closing, and including the Terminated Employee Escrow Fund Agreement;

- (aa) **“Closing Sequence”** means the sequence set out in Schedule H, which may be updated from time to time in accordance with Section 9.2 until two (2) Business Days prior to the Closing Date;
- (bb) **“Closing Time”** means 10:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place;
- (cc) **“Company”** means, collectively, CPL Canada Holdco, CPL Canada and Glasshouse Canada, or, as the context requires, any one or more of them;
- (dd) **“Company Released Parties”** has the meaning given to such term in Section 6.9;
- (ee) **“Confidential Information”** means non-public, confidential, personal or proprietary information which is furnished to a Party by the other Party, including, without limitation, information about identifiable individuals, any information relating to a Party and/or its Affiliates or any customer or supplier of a Party and/or its Affiliates; provided that “Confidential Information” does not include information that:
 - (i) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement;
 - (ii) is received by a Party from a third party that obtained it lawfully and was under no duty of confidentiality;
 - (iii) was lawfully in a Party’s possession prior to disclosure thereof by the other Party; or
 - (iv) was independently developed by a Party without use of, or reference to, the other Party’s Confidential Information;
- (ff) **“Contingent Value Rights”** means , collectively, the contingent value right issued by Contract Pharmaceuticals Limited to Deerfield Private Design Fund IV, L.P. dated December 6, 2018 and the contingent value right issued by Contract Pharmaceuticals Limited to Deerfield Private Design Fund III, L.P. dated December 6, 2018;
- (gg) **“Continuing Employees”** mean Employees other than Terminated Employees;
- (hh) **“Contracts”** means contracts, licences, permits, leases, agreements, commitments, entitlements or engagements to which the Company is a party or by which the Company is bound;
- (ii) **“Court”** has the meaning given to such term in Recital C;
- (jj) **“Court Approval”** means the issuance of the Court Orders by the Court;

- (kk) “**Court Orders**” means, collectively, the Approval and Vesting Order and the Terminated Employee Order;
- (ll) “**CPL Canada**” means Contract Pharmaceuticals Limited Canada;
- (mm) “**CPL Canada Holdco**” means CPL Canada Holdco Limited;
- (nn) “**CPL Shares**” has the meaning given to such term in Recital A;
- (oo) “**Credit Facilities**” means collectively, the DIP Facility, Deerfield Facility RBC Facility, EDC Facility and FedDev Facility;
- (pp) “**Cure Costs**” means the amounts, if any, to be paid to cure any monetary defaults of the Company under any Retained Contracts, other than those arising by reason only of the Company’s insolvency, the commencement of the CCAA Proceedings, or the Company’s failure to perform non-monetary obligations;
- (qq) “**Customer Deadline**” means the later of (i) 11:59 p.m. (Toronto time) on April 9, 2024, and (ii) such later date and time as the Seller may agree to in writing in its sole discretion following consultation with the Monitor;
- (rr) “**Deerfield Facility**” means that certain Facility Agreement dated December 6, 2018 among, *inter alia*, Deerfield Private Design Fund IV, L.P., as agent and lender, and Deerfield Private Design Fund III, L.P., as lender, and Glasshouse Canada as borrower, as amended;
- (ss) “**Deerfield Security Agreement**” means, collectively, the Canadian Security Agreement dated December 6, 2018, between, *inter alia*, CPL Canada and Deerfield Private Design Fund IV, L.P., as amended and the United States Guaranty Security Agreement dated December 6, 2018 between, *inter alia* the Seller and Deerfield Private Design Fund IV, L.P., as amended;
- (tt) “**Deposit**” has the meaning given to such term in Section 2.3(a);
- (uu) “**DIP Facility**” means the credit facility provided by DIP Lender to the Company as part of the CCAA Proceedings, as described by the DIP Financing Term Sheet dated December 14, 2023 between CPL Canada and the DIP Lender;
- (vv) “**DIP Lender**” has the meaning given to such term in the ARIO;
- (ww) “**DIP Lender’s Charge**” has the meaning given to it in the ARIO;
- (xx) “**Directors’ Charge**” has the meaning given to it in the ARIO;
- (yy) “**EDC Facility**” means the credit agreement dated March 6, 2018 between, *inter alia*, Export Development Canada, as lender and CPL Canada, as borrower, as amended;

- (zz) “**EDC Intercreditor Agreement**” means the intercreditor agreement dated December 6, 2018 between Royal Bank of Canada, Export Development Canada, Deerfield Private Design Fund IV, L.P., and CPL Canada, as amended;
- (aaa) “**EDC Security Agreement**” means, collectively, the General Security Agreement dated November 19, 2015, between, *inter alia*, CPL Canada and Royal Bank of Canada, as amended;
- (bbb) “**Employee Plans**” means all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings, with the exception of statutory or government sponsored plans, with respect to some or all of the current or former directors, officers, employees, contractors or consultants of the Company or the beneficiaries or dependents of any such Persons to which the Company is a party to or bound by or to which the Company has an obligation to contribute relating to:
- (i) bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, share compensation, share purchase or share option purchase, share appreciation rights, phantom stock, employee loans, or any other compensation or perquisites (including vehicles) in addition to salary;
 - (ii) retirement or retirement savings, including, without limitation, registered or unregistered pension plans, pensions, supplemental pensions, registered retirement savings plans and retirement compensation arrangements; or
 - (iii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short-term disability, long-term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor’s benefits, vacation or vacation pay, sick pay, supplementary employment insurance, day care, tuition or professional commitments or expenses or similar employment benefits and post-employment benefits,
- but excluding any statutory benefit plans which the Company is required to participate in or comply with, including the Canada Pension Plan and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;
- (ccc) “**Employees**” means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, and including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired and “**Employee**” means any one of them;
- (ddd) “**Encumbrance**” means all claims, liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs

of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), encumbrances or adverse claims of any nature, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise;

- (eee) **“Encumbrances to Be Discharged”** means all Claims and Encumbrances on the Retained Assets, including the Encumbrances listed in Schedule “B”, an amended list of which may be delivered by the Buyer from time to time no later than two (2) Business Days before the Closing Date (provided that any additional Encumbrances to be Discharged must be consented to by the Seller, such consent not to be unreasonably withheld, conditioned or delayed, and consented to by the Monitor), the CCAA Charges, and any other charge granted by the Court in the CCAA Proceedings, and excluding only the Permitted Encumbrances.
- (fff) **“Equity Commitment Letter”** means the equity commitment letter dated as of the date hereof from the Investors to the Buyer, pursuant to which pursuant to which each of the Investors have committed, subject to the terms and conditions set forth therein, to provide the Buyer with equity financing to consummate the transactions contemplated by this Agreement.
- (ggg) **“Excluded Assets”** means: (i) all rights, covenants, obligations and benefits in favour of ResidualCo under this Agreement that survive Closing; (ii) all amounts owing by the Seller or Glasshouse Pharmaceuticals LLC to the Company (to the extent such amounts are not settled under a Pre-Closing Reorganization or Closing Sequence); and (iii) those assets listed in Schedule “C”, an amended list of which may be delivered by the Buyer from time to time no later than two (2) Business Days before the Closing Date (provided that the amendments may only include additional Excluded Assets and may not remove any Excluded Assets that were listed as of the date hereof without the Seller’s written consent, not to be unreasonably withheld, conditioned or delayed and the consent of the Monitor);
- (hhh) **“Excluded Contracts”** means all Contracts that are not Retained Contracts, including those Contracts listed in Schedule “D” an amended list of which may be delivered by the Buyer no later than two (2) Business Days before the Closing Date;
- (iii) **“Excluded Liabilities”** means all Claims and Encumbrances (other than Permitted Encumbrances) in respect of or against the Company relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including, inter alia, the non-exhaustive list of those certain Liabilities set forth in Schedule “E”, all pre-filing Claims (other than Pre-Filing Stayed Unsecured Claims), all amounts owing by the Company to the Seller and Glasshouse Pharmaceuticals LLC (to the extent such amounts are not settled under a Pre-Closing Reorganization or Closing Sequence) including any amounts owing in respect of Taxes, any and all Claims relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions (including any change of control obligations or Existing Equity in

respect of Terminated Employees and Continuing Employees) and to which the Company may be bound as at the Closing Time and Liabilities for Employees whose employment with the Company or its Affiliates is terminated on or before Closing, Liabilities for Terminated Employees and all Liabilities to or in respect of the Company's Affiliates (to the extent such amounts are not settled under a Pre-Closing Reorganization or Closing Sequence). Without limiting the foregoing, Excluded Liabilities includes all Liabilities that are not Assumed Liabilities but excludes all Assumed Liabilities;

- (jjj) **“Existing Equity”** means any capital share, capital stock, partnership, membership, joint venture, warrant, option or other ownership or equity interest, participation or securities (whether convertible, non-convertible, voting or nonvoting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) of the Company (including, for the avoidance of doubt, the Contingent Value Rights and the Warrants);
- (kkk) **“FDA”** means the U.S. Food and Drug Administration;
- (lll) **“FedDev Facility”** means the contribution agreement dated March 16, 2015, between His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure for Federal Economic Development Agency for Southern Ontario, CPL Canada and CPL Canada Holdco, as amended;
- (mmm) **“Final”** with respect to any order of any court of competent jurisdiction, means that leave to appeal or reconsideration shall not have been sought in respect of such order and that such order shall not have been stayed, appealed, varied (except with the consent of the Buyer and the Seller) or vacated (or, if leave to appeal, reconsideration, or appeal has been sought, it has been dismissed, and any stay has been vacated) and all specified time periods within which leave to appeal or reconsideration could at law be sought shall have expired;
- (nnn) **“Financial Advisor’s Charge”** has the meaning given to it in the ARIO;
- (ooo) **“Former Employees”** means those employees identified in writing by the Buyer to Seller prior to the Closing as Former Employees that ceased to be Employees prior to December 15, 2023;
- (ppp) **“Glasshouse Canada”** means Glasshouse Pharmaceuticals Limited Canada;
- (qqq) **“Governmental Authority”** means any government, regulatory authority, governmental department, agency, commission, bureau, court, judicial body, arbitral body or other law, rule or regulation-making entity:
 - (i) having jurisdiction over the Seller, the Buyer, the Company, the Business or the Assumed Liabilities on behalf of any country, province, state, locality or other geographical or political subdivision thereof; or

- (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power;
- (rrr) **“Governmental Authorizations”** means the permits, licences, approvals and authorizations, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued to or held or required by the Company relating to the Company or the Business by or from any Governmental Authority;
- (sss) **“GST/HST”** means all goods and services tax and harmonized sales tax imposed under the ETA (including, for greater certainty, any provincial component of such harmonized sales tax), and any other similar statute enacted by the provinces or territories of Canada;
- (ttt) **“Identified Customers”** means three customers of the Company that Buyer has identified in writing to the Company on the date hereof;
- (uuu) **“including”** and **“includes”** shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”;
- (vvv) **“Initial CCAA Order”** has the meaning given to such term in Recital C;
- (www) **“Interim Period”** means the period from the date of this Agreement until the Closing Time;
- (xxx) **“Inventories”** means items that are held by the Company for sale, license, rental, lease, or are being produced for sale, or are to be consumed, directly or indirectly, in the production of goods or services to be available for sale, of every kind and nature and wheresoever situate including inventories of raw materials, work-in-progress, finished goods and by-products, operating supplies and packaging materials;
- (yyy) **“Investors”** means Aterian Investment Partners IV, LP and Aterian Investment Partners IV-A, LP.
- (zzz) **“KERP Charge”** has the meaning given to it in the ARIO;
- (aaaa) **“Key Licences”** means the following Permits and Licenses issued in the name of CPL Canada: (i) drug establishment licence #100022-A for 7600 Danbro Crescent, Mississauga, Ontario; (ii) drug establishment licence #100022-D for 2145 Meadowpine Blvd, Mississauga, Ontario; (iii) controlled drugs and substances licence #6-0728 for 7600 Danbro Crescent, Mississauga, Ontario; (iv) controlled drugs and substances licence #6-0730 for 2145 Meadowpine Blvd, Mississauga, Ontario; and (v) licence # L-R2-03505-21-CS-00 issued pursuant to the *Human Pathogens and Toxins Act*.
- (bbbb) **“Liability”** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or

unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;

(cccc) **“Material Adverse Change” or “Material Adverse Effect”** means any change, development, effect, event, circumstance, fact or occurrence that, individually or in the aggregate with such other changes, developments, effects, events, circumstances, facts or occurrences, is, or would reasonably be expected to be, material and adverse to the Retained Assets, Assumed Liabilities, condition (financial or otherwise), operations or results of operations of the Company or the Business, taken as a whole; other than any change, development, effect, event, circumstance, fact or occurrence arising out of, attributable to or resulting from (in whole or in part): (A) any action expressly required, permitted or contemplated by this Agreement (including pursuant to Sections 6.4, 6.5 or 9.2) or relating to the CCAA Proceedings; (B) general political, economic or financial conditions in Canada or elsewhere in the world; (C) any change generally affecting the industries in which the Business is conducted (including changes in prices, costs of materials, labor, or shipping, general market prices, or regulatory changes in any such industry); (D) acts of terrorism or war (whether or not declared); (E) any changes to existing Applicable Law (including the interpretation thereof); (F) any changes to ASPE or the adoption, implementation or proposal of any new accounting principles; (G) hurricanes, earthquakes, storms, floods or other natural disasters, epidemics, pandemics, outbreak or escalation of hostilities, the declaration of war, acts of terrorism, or acts of God; (H) any action consented to by the Buyer in writing; (I) any change in the forecasts or projections of the Company or the Business, or any failure by the Seller to meet any projections or estimates (including internal projections or estimates and the cash flow forecasts filed in the CCAA Proceedings or the DIP Budget) of revenues, earnings, working capital or performance for any period (it being understood that the causes underlying any such change or failure, if not otherwise excluded pursuant to this definition, may be considered to determine whether same constitutes a Material Adverse Change or Material Adverse Effect); (J) any action, change, development, effect, event, circumstance, fact or occurrence that (1) is attributable to, consented to or otherwise caused by the Buyer or (2) arises from the negotiation, announcement or pendency of this Agreement or the Transactions or the identity, nature or ownership of the Buyer; and (K) the CCAA Proceedings or any order of the Court made in the CCAA Proceedings provided, however, that any change or effect referred to in clause (B), (C), (D), (E), (F) or (G) above does not primarily relate only to (or have the effect of primarily relating only to) the Company and the Business, or disproportionately affects the Company and the Business compared to other entities of similar size and nature operating in a similar industry in the same jurisdictions in which the Company operates, in which case the relevant exclusion from this definition of Material Adverse Change or Material Adverse Effect referred to above shall not be applicable;

(dddd) **“Material Health Regulatory Incident”** means: (i) the Company ceases to have the minimum designated regulatory personnel necessary to carry on the

Business in accordance with the terms of one or more of the Key Licences which has not been rectified to the satisfaction of Health Canada or the Buyer prior to Closing; (ii) a product manufactured, fabricated, packaged and/or labelled at the Company's facilities and/or distributed by the Company is subject to a Class I or Class II recall that has a Material Adverse Effect on the Business; or (iii) the Company has been subject to a physical inspection or received a written inspection report (including any report of inspectional observations, FDA Form 483s, inspection exit notices or establishment inspection reports) from the FDA, Health Canada or the Public Health Agency of Canada (A) in which the FDA has classified the inspection as "official action indicated" or Health Canada or the Public Health Agency of Canada has found a non-compliance rating in respect of the Key Licences or asserted or alleged in writing that the operations of the Company are not in material compliance with Applicable Law (for greater certainty, excluding any observations or correction actions noted in the context of an otherwise compliance rating or compliance with Applicable Law confirmation) and (B) which has not been rectified to the satisfaction of the applicable Governmental Authority or the Buyer prior to Closing. For the avoidance of doubt, any rectification that is satisfactory to Health Canada or any other applicable Governmental Authority shall be deemed to be satisfactory to Buyer hereunder;

- (eeee) "**Monitor**" has the meaning given to such term in Recital B;
- (ffff) "**Monitor's Certificate**" means the certificate, substantially in the form to be attached as Schedule "A" to the Approval and Vesting Order, to be delivered to the Buyer and filed with the Court by the Monitor;
- (gggg) "**Non-Recourse Persons**" has the meaning set forth in Section 10.4;
- (hhhh) "**ordinary course of the Business**" means ordinary course of the Business having regard to the Company's current financial condition and the CCAA Proceedings;
- (iiii) "**Outside Date**" means May 29, 2024 or such later date as provided for in Section 6.5(d);
- (jjjj) "**Parties**" means the Seller and the Buyer collectively, and "**Party**" means either of the Seller or the Buyer;
- (kkkk) "**Permitted Encumbrances**" means only the Encumbrances related to the Retained Assets listed in Schedule "F";
- (llll) "**Permits and Licenses**" means the permits, licenses, Governmental Authorizations, approvals or other evidence of authority related to the Business issued to, granted to, conferred upon, or otherwise created for the Company;
- (mmmm) "**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;

- (nnnn) **“Portfolio Companies”** persons in which Aterian Investment Partners or its Affiliates invest or have an economic interest or other business relationships (other than the Buyer);
- (oooo) **“Post-Filing Trade Amounts”** means any accrued and unpaid amounts related to or in connection with the Business owing by the Company, or due in the future, to third parties relating to the period from and including December 15, 2023, that are unpaid as of the Closing (but excluding, for the avoidance of doubt, the professional fees, costs and expenses owing by the Company that will be satisfied at or prior to the Closing or that will be fully satisfied from the Administrative Expense Reserve);
- (pppp) **“Pre-Closing Reorganization”** has the meaning set forth in Section 6.5(b);
- (qqqq) **“Pre-Filing Stayed Unsecured Obligations”** means the Claims, including Cure Costs, identified in writing by the Buyer to the Seller and the Company on the date hereof, in such amounts as may be agreed to between the Buyer and the third party to which such Pre-Filing Stayed Unsecured Obligations are payable (and for the avoidance of doubt, in the absence of such agreement, such Claims may, at Buyer’s discretion and by providing notice in writing to Seller and the Monitor no later than two (2) Business Days prior to the Closing Date, be excluded from being Pre-Filing Stayed Unsecured Obligations, provided that (i) the aggregate maximum amount of such Claims that may be excluded from the Pre-Filing Stayed Unsecured Obligations shall not exceed the amount identified in writing by the Buyer to the Seller and the Monitor on the date hereof concurrently with the execution of this Agreement, and (ii) no Cure Costs may be excluded), subject to a maximum aggregate amount for all such Claims, including Cure Costs, of \$10,829,236 (provided that such aggregate amount shall be adjusted from time to time based on the CAD/USD exchange rate posted on the Bank of Canada website from time to time to account for exchange rate fluctuations based on the underlying currency of the relevant Pre-Filing Stayed Unsecured Obligations);
- (rrrr) **“Pre-petition Severance Amounts”** means Claims by the Former Employees;
- (ssss) **“R&W Policy”** means a purchaser-side representation and warranty insurance policy, if bound at Closing in the name of and for the benefit of the Buyer and at the sole cost, expense and responsibility of Buyer;
- (tttt) **“RBC Intercreditor Agreement”** means the intercreditor agreement dated December 6, 2018 between, *inter alia*, Royal Bank of Canada, Deerfield Private Design Fund IV, L.P., and CPL Canada, as amended;
- (uuuu) **“RBC Facility”** means the credit agreement dated November 22, 2017 between, *inter alia*, Royal Bank of Canada, as lender and CPL Canada Holdco, as borrower, as amended;

- (vvvv) “**RBC Security Agreement**” means, collectively, the General Security Agreement dated November 19, 2015, between, *inter alia*, CPL Canada and Royal Bank of Canada, as amended and the Investment Property Pledge Agreement dated December 6, 2018 between, *inter alia*, CPL Canada Holdco and Royal Bank of Canada, as amended;
- (www) “**Released Claims**” means all Claims, including loss of value, professional fees, and including any “claim” as defined in the CCAA and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (xxxx) “**ResidualCo**” means 1000834899 Ontario Inc., a corporation incorporated by the Company in advance of Closing, to which the Excluded Assets, Excluded Contracts and Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares;
- (yyyy) “**Retained Assets**” has the meaning set forth in Section 2.5(b);
- (zzzz) “**Retained Contracts**” means (i) all employment Contracts with Continuing Employees, and (ii) those Contracts listed on Schedule “G”, an amended list of which may be delivered to the Buyer from time to time no later than two (2) Business Days before the Closing Date;
- (aaaa) “**Seller**” has the meaning given to such terms in the preamble to this Agreement;
- (bbbb) “**Share Purchase Price**” has the meaning set forth in Section 2.2(a);
- (cccc) “**SISP**” has the meaning given to such term in Recital D;
- (dddd) “**SISP Approval Order**” has the meaning given to such term in Recital D;
- (eeee) “**Successful Bid**” has the meaning given to such term in the SISP;
- (ffff) “**Tax**” and “**Taxes**” means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST/HST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, penalties, fines or other additions associated therewith, whether or not disputed;

- (ggggg) **“Taxing Authority”** means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax;
- (hhhhh) **“Terminated Employee Escrow Fund Agreement”** means the escrow agreement to be established on the Closing Date between the Monitor and the Buyer or an Affiliate thereof for purposes of holding and disbursing the Terminated Employee Fund to the Terminated Employees, in form and substance reasonably satisfactory to the Buyer, the Seller and the Monitor;
- (iiii) **“Terminated Employee Fund”** means a fund in the aggregate amount of \$500,000 or such greater amount as Buyer may determine, in its sole and absolute discretion, to be held by the Monitor and funded by the Buyer effective as of the Closing Date by entering into the Terminated Employee Escrow Fund Agreement, the terms and conditions of which are summarized in Schedule “J”, which, for the avoidance of doubt, will apply to all Terminated Employees regardless of number.
- (jjjjj) **“Terminated Employee Fund Order”** means a terminated employee fund order of the Court substantially in the form attached hereto as Schedule “K” with such changes as the Seller and the Buyer may agree, each acting reasonably;
- (kkkkk) **“Terminated Employees”** means those certain Employees set out in correspondence between Goodmans LLP and Osler, Hoskin & Harcourt LLP on the date hereof, together with such other Employees as Buyer may add as Terminated Employees by providing written notice to the Seller and the Monitor no later than two (2) Business Days before the Closing Date, provided that there will be at least 250 Continuing Employees at Closing (and for purposes of counting such 250 Continuing Employees, Employees that voluntarily resign or retire prior to Closing will be considered Continuing Employees);
- (lllll) **“Transaction”** means, collectively, the Pre-Closing Reorganization, the sale and purchase of the CPL Shares pursuant to this Agreement and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the CPL Shares; and
- (mmmmm) **“Warrants”** means, collectively, the warrant to purchase common stock granted to Deerfield Private Design Fund IV, L.P. and issued by Contract Pharmaceuticals Limited dated December 6, 2018; and the warrant to purchase common stock granted to Deerfield Private Design Fund III, L.P. and issued by Contract Pharmaceuticals Limited dated December 6, 2018.

1.2 Schedules

The schedules to this Agreement are an integral part of this Agreement.

Schedule

Description

Schedule A

Assumed Liabilities

Schedule B	Encumbrances to be Discharged
Schedule C	Excluded Assets
Schedule D	Excluded Contracts
Schedule E	Excluded Liabilities
Schedule F	Permitted Encumbrances
Schedule G	Retained Contracts
Schedule H	Closing Sequence
Schedule I	Approval and Vesting Order
Schedule J	Terminated Employee Fund Terms
Schedule K	Terminated Employee Fund Order

1.3 Statutes

Unless specified otherwise, reference in this Agreement to a statute or regulations refers to that statute or those regulations, as the case may be, as may be amended, or to any restated or successor legislation of comparable effect.

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.8 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the

Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as otherwise specifically set forth in this Agreement and any document required to be delivered pursuant to or in respect of this Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein (including, as applicable, the CCAA), without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the Court prior to a Final order of the Court terminating the CCAA Proceedings and thereafter to the Courts of the Province of Ontario for the resolution of any disputes arising under or in connection with this Agreement. Each Party agrees that service of process on such Party as provided in Section 10.6 shall be deemed effective service of process on such Party.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of CPL Shares.

Subject to the terms and conditions of this Agreement, effective as and from the Closing Time, Seller shall sell, assign and transfer the CPL Shares to Buyer, and Buyer shall purchase the CPL Shares from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), with the result that Buyer shall become the sole shareholder of CPL Canada Holdco at the Closing Time.

2.2 Share Purchase Price and Closing Consideration.

- (a) The aggregate purchase price (the “**Share Purchase Price**”) payable by the Buyer to the Seller for the CPL Shares shall be \$1.00.

- (b) On the Closing Date, the Buyer shall pay to the Monitor an amount equal to the sum of the amounts set forth in the sixth step of the Closing Sequence as of the Closing as a loan by the Buyer to CPL Canada Holdco, which amounts have been estimated by the Seller to be approximately \$57,516,345 (estimated as at April 30, 2024) (the “**Closing Consideration**”). For greater certainty, Seller’s estimated amount in the preceding sentence is solely an estimate and not a maximum and the Closing Consideration shall be the aggregate amount of all Claims (including all costs and expenses, including any and all fees and such other amounts payable to financial and legal advisors) owing under the DIP Facility, the RBC Facility, the EDC Facility and the Deerfield Facility payable in the currency stipulated by each such Credit Facility.
- (c) In addition to the Closing Consideration, on the Closing Date, the Buyer shall (i) pay to the Monitor the Administrative Expense Reserve as a loan by the Buyer to CPL Canada Holdco, and (ii) subject to the Company obtaining the Terminated Employee Fund Order, pay an amount equal to the Terminated Employee Fund to the Monitor to establish, or cause to be established, the Terminated Employee Fund in accordance with Section 6.12.

2.3 Satisfaction of the Share Purchase Price and the Closing Consideration

- (a) The Buyer has paid to the Monitor \$7,598,723.09 (the “**Deposit**”) as a deposit towards the Share Purchase Price and the Closing Consideration, to be held by the Monitor in an interest bearing account, to be applied against the Closing Consideration or returned or forfeited, as the case may be, in accordance with the terms and conditions of this Agreement.
- (b) The Buyer shall satisfy the Share Purchase Price and Closing Consideration at the Closing Time by:
 - (i) the Deposit plus all interest earned thereon, if any, being irrevocably released to the benefit of the Seller to the extent of \$1.00 and applied against the Share Purchase Price;
 - (ii) the remainder of the Deposit and all interest thereon being irrevocably released to the Monitor and applied against the Closing Consideration; and
 - (iii) payment to the Monitor of the balance of the Closing Consideration.

2.4 Payment of the Administrative Expense Reserve and Terminated Employee Fund

- (a) The Buyer shall satisfy its payment obligations pursuant to Section 2.2(c) at the Closing Time by:
 - (i) payment to the Monitor of the Administrative Expense Reserve; and

- (ii) subject to the Company obtaining the Terminated Employee Fund Order, establishing, or causing to be established, the Terminated Employee Fund and funding the amount of the Terminated Employee Fund to the Monitor.

2.5 Transfer of Excluded Assets and Excluded Liabilities to ResidualCo.

- (a) On the Closing Date and in accordance with the Closing Sequence and pursuant to the Approval and Vesting Order, the Excluded Assets, the Excluded Contracts and Excluded Liabilities shall be transferred to and assumed by ResidualCo, and the same shall be vested in ResidualCo pursuant to the Approval and Vesting Order.
- (b) On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Retained Contracts, Permits and Licenses and books and records of the Company (the “**Retained Assets**”), except, however, any products or inventory sold in the ordinary course of business during the Interim Period. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Company shall transfer to ResidualCo in accordance with the Closing Sequence on the Closing Date and same shall be vested in ResidualCo.

2.6 As is, Where is

THE BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE REPRESENTATIONS AND WARRANTIES OF THE SELLER IN Article 3 (ALL OF WHICH SHALL MERGE UPON THE CLOSING), THE BUSINESS AND THE CPL SHARES ARE PURCHASED AND THE RETAINED ASSETS AND THE ASSUMED LIABILITIES ARE RETAINED ON AN “AS IS, WHERE IS” BASIS AS THEY SHALL EXIST AT THE CLOSING DATE WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE BUSINESS, THE CPL SHARES, THE RETAINED ASSETS AND THE ASSUMED LIABILITIES, AND WITHOUT ANY RECOURSE TO THE SELLER OR THE MONITOR OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, REPRESENTATIVES OR ADVISORS. THE BUYER AGREES TO ACCEPT THE BUSINESS, THE CPL SHARES, THE RETAINED ASSETS AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THE BUYER’S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, the Buyer acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by either of the Seller in this Agreement or in any instrument furnished in connection with this

Agreement, as to description, fitness for purpose, sufficiency to carry on any business, merchantability, quantity, condition, quality, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are expressly excluded. The provisions of this Section 2.6 shall survive and not merge on Closing. Without limiting the generality of the foregoing, no representations or warranties have been given by any Party with respect to any Liabilities the Company or any Party has or may have with respect to Taxes, including in connection with entering into this Agreement, the issuance of the Approval and Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liabilities for Taxes payable, collectible or required to be remitted by the Company or any other Party on or after Closing and the quantum of any and all such Liabilities, if any, and the Buyer expressly confirms and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company in order to make an independent analysis of same.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES BY THE SELLER

The Seller represents and warrants to the Buyer and acknowledge that the Buyer is relying upon the following representations and warranties in connection with the Transaction:

3.1 Existence

The Seller is duly organized and validly existing under the laws of its jurisdiction of organization.

3.2 Due Authorization and Enforceability of Obligations

Subject to Court Approval being obtained, the Seller has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action of the Seller. This Agreement has been, and at the Closing Time the Closing Documents will be, duly executed and delivered by the Seller and, subject to Court Approval being obtained, constitute valid and binding obligations of the Seller enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

3.3 Title to CPL Shares and Retained Assets

Seller is, and immediately prior to the Closing Time will be, the sole registered and beneficial owner of the CPL Shares, with good and valid title thereto, and, subject to Court Approval being obtained and pursuant to the Approval and Vesting Order, Seller will transfer good and valid title to the CPL Shares to Buyer free and clear of all Encumbrances (other than Permitted Encumbrances). Subject to Court Approval being obtained, immediately prior to the Closing Time, there will be no issued and outstanding common shares or other securities of CPL Canada Holdco other than the CPL Shares nor are there

any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are held by any Person and which are convertible into or exchangeable for common shares or any other securities of CPL Canada Holdco. Subject to Court Approval being obtained, except for Buyer's rights under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from Seller or CPL Canada Holdco of any of the CPL Shares, or any other equity interest in any Company, or the Retained Assets. All of the issued and outstanding shares of CPL Canada and Glasshouse Canada are owned by CPL Canada Holdco.

3.4 Absence of Conflicts

Except for the approvals set out in Section 3.5, Seller is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constating documents or Applicable Laws or Governmental Authorizations that would be violated, breached by, or under which any default would occur or with notice or the passage of time would be created as a result of the execution and delivery of, or the performance of obligations under this Agreement or any Closing Documents to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults or any Applicable Laws or Governmental Authorizations that (i) would not have a Material Adverse Effect on the conduct of the Business or on the ability of the Seller to consummate the Transaction, or (ii) will be addressed by the Approval and Vesting Order or other order of the Court made in the CCAA Proceedings. The Seller does not own any assets that are related to or required for the Business other than the shares of CPL Canada Holdco and Glasshouse Pharmaceuticals LLC does not have any material assets that are related to or required for the Business.

3.5 Approvals and Consents

Except for Court Approval, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Seller and each of the Closing Documents to be executed and delivered by a Seller hereunder or otherwise in connection with the Transaction.

3.6 Permits and Licenses

The Company is not in default or breach of any Permits and License that would reasonably be expected to result in a Material Adverse Effect.

3.7 Employee Matters

Copies of all material Contracts or forms of Contracts for Employees and Employee Plans have been provided in the data room of the Company for the Transaction, including Contracts for any Employees with a salary in excess of \$200,000 per annum, who have a change of control provision in their Contract or who have any severance entitlements that could reasonably be expected to exceed reasonable common law severance amounts. The virtual data room of the Company for the Transaction or other diligence information provided to the Buyer disclosed any material proceedings, actions, suit or claim pending

or threatened involving any Employee of the Company (other than Former Employees) and disclosed any strikes, labour disputes, work slow-downs or stoppages, material grievances or controversies, or other similar material labour relations difficulties affecting the Company.

3.8 Customer Contracts

True and complete copies of all Contracts with the Company's customers that provided for payments to the Company in an aggregate amount of \$1,000,000 or more during the twelve (12) months ending October 31, 2023 and all Contracts (other than any individual task orders, purchase orders, delivery orders or shipping orders) with the Company's vendors that provided for payments by the Company in an aggregate amount of \$100,000 or more during the twelve (12) months ending October 31, 2023 have been provided in the virtual data room of the Company for the Transaction, including Contracts with the Company's top ten customers by revenue, top ten vendors by spend and any Contracts with customers that have exclusivity provisions, most favoured nations provisions, non-compete provisions, rights of first offer or refusal or other similar provisions, in each case that remain in effect after Closing, provided that if any Contracts are not included in the virtual data room of the Company for the Transaction on the date hereof, such Contracts will be provided to the Buyer within five (5) Business Days of the date hereof.

3.9 Brokers

Except for amounts that will be satisfied by the Seller or for amounts payable to SSG Capital Advisors LLC and Raymond James Ltd. which have been disclosed to the Buyer on or before the date hereof, no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon any arrangement made by or on behalf of the Seller.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller is relying upon the following representations and warranties in connection with the Transaction:

4.1 Existence

The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization.

4.2 Due Authorization and Enforceability of Obligations

The Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary action of the Buyer. This Agreement has been, and at the Closing Time the Closing Documents will be, duly executed and delivered by the Buyer and constitute valid and binding obligations of the Buyer enforceable against it in accordance with their terms, except as such enforceability may be

limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

4.3 Absence of Conflicts

The Buyer is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constituting documents or Applicable Laws or Governmental Authorizations, approvals, franchises, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority that would be violated, breached by, or under which any default would occur or with notice or the passage of time would, be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement or document to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults or any Applicable Laws or any Governmental Authorizations, approvals, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority, that would not have a material and adverse effect on the ability of the Buyer to consummate the Transaction.

4.4 Approvals and Consents

No authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer and each of the Closing Documents to be executed and delivered by the Buyer hereunder or otherwise in connection with the Transaction.

4.5 Investment Canada Act

At the Closing Time, the Buyer will (a) be either a “Canadian” or “WTO investor” within the meaning of the *Investment Canada Act*; and (b) not be a “state-owned enterprise” within the meaning of the *Investment Canada Act*.

4.6 Brokers

No broker, finder or investment banker is entitled to any brokerage commission, finder’s fee or other similar payment from the Seller in connection with the Transaction based upon any arrangement made by or on behalf of the Buyer.

4.7 Financing

The Buyer has, or will have at the Closing, sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Closing Consideration, the Administrative Expense Reserve and the Terminated Employee Fund and consummate the Transaction. The Buyer has delivered to the Seller a true and complete copy of the Equity Commitment Letter. As of the date hereof, the Equity Commitment Letter has not been amended or modified, no such amendment or modification is pending or contemplated, and the equity commitment pursuant thereto has not been withdrawn,

terminated or rescinded. The Equity Commitment Letter delivered to the Seller has been duly executed and delivered by the Buyer and each of the Investors, is valid, in full force and effect and in good standing, and is enforceable against the Buyer and each of the Investors in accordance with its terms.

4.8 Informed and Sophisticated Buyer

The Buyer is an informed and sophisticated buyer, and has engaged expert advisors and is experienced in the evaluation and purchase of distressed enterprises such as the Business as contemplated hereunder. The Buyer has undertaken such investigations and has been provided with and has evaluated such documents and information as it has received to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement.

ARTICLE 5 CONDITIONS

5.1 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

- (a) the Buyer shall be satisfied in its sole and absolute discretion with the outcome of the discussions coordinated by the Company that the Buyer shall have with the Identified Customers following the date hereof; provided that this condition shall be deemed irrevocably satisfied if Buyer does not exercise its termination right pursuant to Section 8.1(g) by the Customer Deadline;
- (b) the Court Orders shall have been issued and entered by the Court, and shall not have been stayed, varied (except with the consent of the Buyer and the Seller) or vacated and shall be a Final order of the Court;
- (c) an order has been obtained in respect of proceedings to recognize the CCAA Proceedings and enforce the Approval and Vesting Order in the United States pursuant to Chapter 15 of Title 15 of the United States Code (the “**Chapter 15 Proceedings**”), which shall be satisfactory to the Buyer, acting reasonably and shall not have been stayed, varied (except with the consent of the Buyer and the Seller) or vacated and shall be a Final order of the applicable court;
- (d) since the date hereof there shall not have occurred any Material Adverse Change;
- (e) the Key Licences shall remain in good standing, unamended (except for any amendment(s) (i) pursuant to compliance with the Company Support Obligations in Section 6.4 or the Pre-Closing Reorganization in Section 6.5, (ii) that Buyer has consented to, or (iii) that would not have a negative impact on the Business or the

Assumed Liabilities), and since the date hereof there shall not have occurred any Material Health Regulatory Incident;

- (f) no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction shall be in effect;
- (g) except as such representations and warranties may be affected by the Approval and Vesting Order, compliance with the Company Support Obligations in Section 6.4, or the Pre-Closing Reorganization in Section 6.5, the representations and warranties of the Seller set forth in this Agreement shall be true and correct at the Closing Time with the same force and effect as if made at and as of such time, except where any breach of a representation or warranty would not, individually or in the aggregate, cause a Material Adverse Change (and, for this purpose, any reference to “material”, “Material Adverse Change” or any other concept of materiality in such representations and warranties shall be ignored) (other than the representations and warranties in Sections 3.1, 3.2, 3.3 and 3.9 which shall be true and correct in all respects as of the date hereof and the Closing Time);
- (h) the covenants contained in this Agreement to be performed by the Seller at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (i) the Buyer shall have received a certificate confirming the satisfaction of the conditions contained in Sections 5.1(g) and 5.1(h), signed for and on behalf of the Seller without personal liability by an executive officer of the Seller or other Persons reasonably acceptable to the Buyer, in each case in form and substance reasonably satisfactory to the Buyer; and
- (j) the Buyer shall have received all other Closing Documents required pursuant to this Agreement to be delivered by the Seller on Closing in form and substance reasonably satisfactory to the Buyer.

5.2 Conditions for the Benefit of the Seller

The obligation of the Seller to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Seller of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Seller):

- (a) the Court Orders shall have been issued and entered by the Court, and shall not have been stayed, varied (except with the consent of the Buyer and the Seller) or vacated and shall be a Final order of the Court;
- (b) no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction shall be in effect;
- (c) the representations and warranties of the Buyer set forth in this Agreement shall be true and correct at the Closing Time with the same force and effect as if made at

and as of such time, except where any breach of a representation or warranty would not, individually or in the aggregate, cause a material adverse effect on the Buyer's ability to consummate the Transaction (other than the representations and warranties in Sections 4.1, 4.2, 4.3, 4.5 and 4.6 which shall be true and correct in all respects as of the date hereof and the Closing Time);

- (d) the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (e) the Monitor, on behalf of the Seller, shall have received the entirety of the Closing Consideration and the Administrative Expense Reserve;
- (f) the Seller shall have received a certificate confirming the satisfaction of the conditions contained in Sections 5.2(c) and 5.2(d) signed for and on behalf of the Buyer without personal liability by an executive officer of the Buyer or other Persons reasonably acceptable to the Seller, in each case in form and substance reasonably satisfactory to the Seller;
- (g) Buyer shall have paid an amount equal to the Terminated Employee Fund to the Monitor and the Terminated Employee Escrow Fund Agreement shall have been entered into by Monitor and the Buyer; and
- (h) the Seller shall have received all other Closing Documents required pursuant to this Agreement to be delivered by the Buyer on Closing in form and substance reasonably satisfactory to the Seller.

ARTICLE 6

ADDITIONAL AGREEMENTS OF THE PARTIES

6.1 Access to Information

- (a) Until the Closing Time, the Seller shall give to the Buyer's personnel engaged in the Transaction, including the Buyer Consultant, and their accountants, legal advisers, consultants and representatives during normal business hours reasonable access to its premises and to all of the books and records relating to the Company, the Business and the Assumed Liabilities and to members of the Seller's senior management, shall furnish them with all such information relating to the Company, the Business, and the Assumed Liabilities as the Buyer may reasonably request in connection with the Transaction, including copies of all Contracts, and shall coordinate reasonable access by the Buyer and Buyer Consultant to the customers and suppliers of the Business (provided that a representative of the Seller and the Monitor shall be entitled to participate in any discussions or other communications with customers or suppliers). Notwithstanding anything in this Section 6.1 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Business. The Seller shall also deliver to the Buyer authorizations to Governmental Authorities necessary to permit the Buyer to obtain information in respect of the Company from

the files of such Governmental Authorities. Notwithstanding the foregoing, the Seller shall not be required to disclose any information, records, files or other data to the Buyer where prohibited by any Applicable Laws or such disclosure would have the effect of causing the waiver of any applicable privilege, unless the Parties have entered into a common interest privilege agreement in respect of the such information, records, files or other data and the Seller shall have consented to providing such privileged information, records, files or other data to the Buyer.

- (b) The Seller may retain copies of all books and records included in the Retained Assets to the extent necessary or useful for the administration of the CCAA Proceedings (or any subsequent bankruptcy or wind-down of the remaining CCAA Applicants, including ResidualCo) or the filing of any Tax return, any Tax audit or compliance with any Applicable Law or the terms and conditions of this Agreement.
- (c) Upon reasonable prior notice to the Buyer, the Seller, the Monitor and any trustee or wind-down officer appointed in respect of the remaining CCAA Applicants shall have access to, and the right to copy, at their own expense, for purposes of the CCAA Proceedings (or any subsequent bankruptcy or wind-down of any of the remaining CCAA Applicants) or the filing of any Tax return, any Tax audit or compliance with any Applicable Law or the terms and conditions of this Agreement, during usual business hours, all books and records included in the Retained Assets. From time to time following the Closing at the request of the Monitor, the Buyer shall make available knowledgeable employees of the Company to co-operate with the Monitor and respond to information requests in respect of the remaining CCAA Applicants, provided that such requests will be limited to reasonable requests for information or assistance by the Monitor that will not reasonably be expected to materially interfere with the day-to-day duties or activities of such employee for the Company and shall be at the remaining CCAA Applicants' sole expense.

6.2 Conduct of Business Until Closing Time

Except: (1) as expressly required or contemplated by this Agreement (including Sections 6.4, 6.5 and 9.2 herein) or by an order of the Court in the CCAA Proceedings; or (2) with the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed other than in respect of paragraphs (b), (c), (d), (e), (g), (l), (n), (p), (r)), during the Interim Period the Seller shall, and shall cause each Company to:

- (a) operate the Business in the ordinary course in all material respects and use commercially reasonable efforts to: (i) preserve the Business and customer, vendors and employee relationships; (ii) pay the Post Filing Trade Amounts as they become due; (iii) maintain Inventory sufficient for addressing customer demand; (iv) comply with the disbursement budget under the DIP Facility as of the date hereof (subject to the Permitted Variance, as such term is defined in the DIP Facility), a true and complete copy of which as been provided to the Buyer as of the date hereof (the "**DIP Budget**");

- (b) not declare, set aside or pay any cash or non-cash dividend or make any other cash or non-cash payment or distribution in respect of its outstanding securities;
- (c) not amend any terms of the articles of incorporation or constating documents of the Company;
- (d) not draw any amounts on the Credit Facilities or otherwise incur indebtedness thereunder other than (A) draws under the DIP Facility, (B) interest that accrues on amounts outstanding under the Credit Facilities and (C) fees and documented third-party expenses of the lenders pursuant to the terms of the Credit Facilities as contemplated in the DIP Budget;
- (e) not to pay any amounts owing under the Credit Facilities or any Pre-Filing Stayed Unsecured Obligations except as permitted by paragraph 8(c) of the ARIO in respect of payments to suppliers;
- (f) not (i) make, revoke or change any method of Tax accounting or material Tax election, (ii) file any amended Tax return with respect to material amounts of Taxes, (iii) enter into any closing agreement with respect to Taxes or settle or compromise any Tax claim or assessment, (iv) consent to any extension or waiver of the limitation period with respect to Taxes, or (v) initiate any voluntary Tax disclosure or request any Tax ruling, in each case, relating to, or otherwise affecting, the Company;
- (g) not enter into a Contract with an Affiliate other than on arm's length terms;
- (h) not waive, release, assign, pay, discharge, settle, satisfy or compromise any Action (including any pending or threatened Action) that would result in an Assumed Liability or any material restriction, or other material obligation, on the conduct of the Business, or commence any such Action;
- (i) not make any material changes in financial accounting methods, principles or practices materially affecting the consolidated assets, Liabilities or results of operations, except insofar as may be required by ASPE or applicable Law;
- (j) not accelerate the collection of any accounts receivable in relation to their applicable due dates, or otherwise fail to manage working capital in the ordinary course and consistent with the DIP Budget, in each case, in any material respect;
- (k) not transfer, lease, license, sell, abandon or create any Encumbrance on or otherwise dispose of any of the Company's assets, except sales of Inventory in the ordinary course of the Business;
- (l) not amend any of the Credit Facilities or the DIP Facility, except, in the case of extensions of the maturity date and amendments to the milestones in the DIP Facility as may be necessary to accommodate the Transaction; provided that any fees, third party expenses or other costs incurred by the Company as a result of such extensions or amendments will not exceed any corresponding amounts or limits set

forth in the DIP Budget and no such extensions or amendments will increase the fees payable to the DIP Lender;

- (m) not grant any increase in the rate of wages, salaries, benefits, bonuses or other remuneration of any Employee (other than in the ordinary course of Business consistent with past practice);
- (n) not take any action with respect to the amendment or grant of any “change of control”, severance, termination pay, pay in lieu of notice of termination or retention policies or arrangements for any directors, officers, employees or contractors;
- (o) not hire or retain the services of any executive officer or director, or terminate the services of any executive officer or director other than for cause;
- (p) not adopt any new bonus, employee benefit plan, profit sharing, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, stock option plan, fund or arrangement for the benefit of employees, officers, directors or contractors;
- (q) not amend any Employee Plan or enter into a new Employee Plan;
- (r) not amend, terminate or assign any Key License or Contract that is material to the Business;
- (s) not amend, terminate or assign any Permits and Licenses (other than a Key License) or a Contract that is not material to the Business;
- (t) not materially delay or amend payment terms for any Post-Filing Trade Amounts or amend payment terms for any Pre-Filing Stayed Unsecured Obligations;
- (u) not grant any material refunds, credits, rebates, or allowances to customers or accelerate or delay collections;
- (v) not waive, release, permit the lapse of, relinquish or assign any material rights under any Contract that is material to the Business;
- (w) keep in full force and effect all of its existing insurance policies (including as they relate to Employee Plans) and give any notice or present any claim under any such insurance policies in a manner consistent with past practices of the Company and in the ordinary course of the Business;
- (x) not enter into any Contract related to the Business, except for Contracts that are purchase orders entered into in the ordinary course of the Business that are included in the DIP Budget and do not exceed \$200,000 individually or \$5,000,000 in the aggregate;

- (y) not authorize, or commit or agree, in writing or otherwise, to take, any of the actions that are prohibited by the foregoing covenants;
- (z) not terminate any Employees, other than the Terminated Employees in accordance with Section 6.2(aa);
- (aa) terminate the employment of the Terminated Employees by providing written notice of termination (“**Termination Notices**”) in a form satisfactory to the Buyer, acting reasonably and at such time reasonably requested by the Buyer, to each Terminated Employee with the termination of employment to be effective at least one (1) Business Day prior to Closing, it being acknowledged that the Company shall pay all accrued vacation pay owing to such Terminated Employees upon the termination of their employment. Seller shall provide Buyer with copies of all Termination Notices prior to Closing; and
- (bb) provide to the Buyer the Company’s draft response in respect of the Health Canada Notice of Compliant Rated Inspection Exit Notice dated March 27, 2024 at least 72 hours prior to submission of the draft response to Health Canada to allow the Buyer to review and comment on the draft response and Seller shall cause Company to give reasonable consideration to all such comments that are provided by Buyer in writing no later than 48 hours after Seller shares the draft response with Buyer.

6.3 Approvals and Consents

The Seller shall as soon as reasonably possible following the date hereof, make all such filings and seek all such consents, approvals, permits and authorizations with any Governmental Authorities whose consent is required for consummation of the Transaction, if any, and the Seller will request any expedited processing available.

6.4 Company Support Obligations

- (a) During the Interim Period Seller shall, and shall cause the Company to, subject to any approval of the Monitor required by the ARIO, as applicable:
 - (i) use commercially reasonable efforts to facilitate any calls or meetings between the Buyer and the Identified Customers and between the Buyer and the Company’s other customers that Buyer reasonably requests;
 - (ii) with the cooperation of or as directed by the Buyer, at the sole cost and expense of Buyer (in respect of any out-of-pocket expenses) and with the participation of the Buyer Consultant, negotiate amounts and payment terms for the Pre-Filing Stayed Unsecured Obligations; provided that any payment of the Pre-Filing Stayed Unsecured Obligations shall be subject to Closing;
 - (iii) consider in good faith with the Buyer Consultant any actions or changes to the Business which may increase operational efficiencies both before and after Closing; provided that the Seller has no obligation to implement any

actions or changes until following Closing except as otherwise may be required hereby;

- (iv) promptly notify the Buyer, in writing, of receipt of any notice, demand, request or inquiry by any Governmental Authority concerning the Transactions and in writing;
- (v) use commercially reasonable efforts to, upon request of the Buyer, cooperate and assist the Buyer in obtaining a R&W Policy prior to Closing, at the sole cost, expense and responsibility of Buyer; and
- (vi) the Company will promptly notify the Buyer of any Material Adverse Effect occurring from and after the date hereof.

6.5 Pre-Closing Reorganizations

- (a) Subject to Section 6.5(c) and subject to the conditions set forth in Section 5.1(a) and 5.1(b) having been satisfied, the Seller agrees that, upon request of Buyer, Seller shall, and shall cause the Company to (i) transfer the shares of Glasshouse Canada to CPL Canada in exchange for the issuance of a common share(s) of CPL Canada to CPL Canada Holdco (which will occur on a tax deferred basis in accordance with section 85 of the *Income Tax Act* (Canada)) and commence the wind-up of Glasshouse Canada into CPL Canada; and (ii) request a change in the fiscal period and taxation year of CPL Canada Holdco, CPL Canada and Glasshouse Canada for purposes of the *Income Tax Act* (Canada) with the Canada Revenue Agency to such date requested by the Buyer.
- (b) Subject to Section 6.5(c) and subject to the conditions set forth in Article 5 having been satisfied (other than those conditions that by their nature are to be satisfied at closing of the Transaction) or, where not prohibited, waived by the applicable Party or Parties in whose favour the condition is, the Seller agrees that, no earlier than the Business Day immediately prior to the Closing Date and upon request of Buyer, Seller shall, and shall cause the Company to (i) set-off amounts owing by the Company to the Seller or Glasshouse Pharmaceuticals LLC against amounts owing by the Seller or Glasshouse Pharmaceuticals LLC to the Company; (ii) otherwise settle any amounts outstanding between each of CPL Canada Holdco, CPL Canada and Glasshouse Canada and any other intercompany amounts, in each case in the manner specified by the Buyer acting reasonably; and (iii) with the consent of Seller, not to be unreasonably withheld, conditioned or delayed, perform such other reorganizations of its corporate structure, capital structure, business, operations and assets or such other transactions as Buyer may request, acting reasonably (each such action, together with the actions in Section 6.5(a), a “**Pre-Closing Reorganization**”). The Seller agrees to use commercially reasonable efforts to cooperate with the Buyer and its advisors to determine the nature of any Pre-Closing Reorganizations that might be undertaken and the manner in which they would most effectively be undertaken, including filing or causing the Company to file available elections or designations reasonably required to effect the Pre-Closing

Reorganizations if such filing is reasonably proposed to made at or prior to Closing, and to cooperate with the Buyer and its advisors to seek to obtain consents or waivers which might be required under any Retained Contracts or Governmental Authorizations in respect of any Pre-Closing Reorganization. At the sole option of the Seller, acting reasonably and following consultation with the Buyer, the Company will file any available election under paragraph 15(2.11)(d) of the *Income Tax Act* (Canada) in respect of amounts owing by the Seller or Glasshouse Pharmaceuticals LLC to the Company.

- (c) Notwithstanding the foregoing, the Seller and Company will not be obligated to participate in any Pre-Closing Reorganization if the Seller determines acting reasonably that such Pre-Closing Reorganization would (i) materially impair, impede, delay or prevent the satisfaction of any conditions set forth in Article 5, or the ability of the Buyer and Seller to consummate, or materially delay the consummation of, the Transaction, or (ii) in the case of an action contemplated in Section 6.5(b), (A) materially alter or impact the consideration which the CCAA Applicants and/or their applicable stakeholders will benefit from as part of the Transactions, or (B) have adverse tax consequences, or impose any Liability on, the remaining CCAA Applicants, the Monitor or any director of the Company in each case that is greater than the amount of such tax consequences or Liability in the absence of such action.
- (d) This Agreement (including the Closing Sequence) will be amended and restated as required to give effect to a Pre-Closing Reorganization. Additionally, the Buyer may, on written notice to the Seller, determine to acquire the CPL Canada shares in exchange for the Share Purchase Consideration and the Parties shall amend and restate this Agreement to reflect such change if such notice is provided; provided that the Parties shall use reasonable best efforts to structure such amendment to the Transaction for the purchase of the CPL Canada shares in a manner that does not give rise to any Liability of any director of the Company or the Monitor in respect of any Company Taxes. If the Buyer requires a Pre-Closing Reorganization, provided that Buyer has first waived the conditions in Sections 5.1(a), 5.1(d) and 5.1(g), the Buyer may, in its sole and absolute discretion, extend the Outside Date by up to 21 days by providing written notice to the Seller and Monitor.

6.6 Further Assurances

Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of any applicable courts to the Seller, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable under Applicable Laws to consummate and make

effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

6.7 Fees and Expenses

Except as expressly provided in this Agreement, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Person incurring such fees or expenses.

6.8 Advice and Direction

The Parties acknowledge that the Monitor is entitled (but not required) to seek the advice and directions of the Court in respect of any determination to be made, consent right to be exercised or other action to be taken by the Monitor under this Agreement.

6.9 Release by the Buyer

Except in connection with any obligations of the Company contained in this Agreement, any Closing Document or the Court Orders, or to the extent otherwise settled under the Transaction, effective as of the Closing Time, Buyer and its Affiliates (including the Company) hereby irrevocably release and forever discharge the Seller, the Monitor, the respective lender parties of the Credit Facilities, and each of their respective Affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, representatives and advisors (including financial and legal advisors) of each of them (the “**Company Released Parties**”), whether in this jurisdiction or any other, whether or not presently known to them or to the law, and whether in law or equity, of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Buyer and its Affiliates (including the Company) ever had, now has or ever may have or claim to have against any of the Company Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time (including, where applicable, in their capacity as equity holders of the Company), save and except for any Claims arising out of fraud or willful misconduct.

6.10 Release by the Company

Except in connection with the obligations of the Buyer contained in this Agreement, any Closing Documents or the Court Orders or the obligations of the Investors under the Equity Commitment Letter, or to the extent otherwise settled under the Transaction, effective as of the Closing Time, the Company and its Affiliates (including ResidualCo) hereby irrevocably release and forever discharge the Buyer, the Monitor, the respective lender parties of the Credit Facilities, and each of their respective Affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, representatives and advisors (including financial and legal advisors) of each of them (the “**Buyer Released Parties**”), whether in this jurisdiction or any other, whether or not presently known to them or to the

law, and whether in law or equity, of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Company and its Affiliates (including ResidualCo) ever had, now has or ever may have or claim to have against any of the Buyer Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time, save and except for any Claims arising out of fraud or willful misconduct.

6.11 Conflict Waiver; Solicitor Client Privilege

- (a) Each of the Parties acknowledges and agrees, on its own behalf and on behalf of its directors, members, shareholders, partners, officers, employees and Affiliates, that:
 - (i) Goodmans LLP has acted as counsel to the Seller and its Affiliates (not including the Company) (collectively, the “**Seller Group**”) and the Company, in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The Buyer agrees, and shall cause the Company to agree, that, following consummation of the transactions contemplated hereby, such representation and any prior representation of the Company by Goodmans LLP (or any successor) (the “**Seller Group Law Firm**”) shall not preclude Seller Group Law Firm from serving as counsel to the Seller Group or any director, member, shareholder, partner, officer, or employee of the Seller Group, in connection with any litigation, claim, or obligation arising out of or relating to this Agreement or the transactions contemplated hereby.
 - (ii) The Buyer shall not, and shall cause each Company not to, seek or have Seller Group Law Firm disqualified from any such representation based on the prior representation of the Company by Seller Group Law Firm. Each of the Parties hereby consents thereto and waives any conflict of interest arising from such prior representation, and each of such Parties shall cause any of its Affiliates to consent to waive any conflict of interest arising from such representation. Each of the Parties acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that the parties have consulted with counsel or have been advised they should do so in connection herewith. The covenants, consent and waiver contained in this Section 6.11(a) shall not be deemed exclusive of any other rights to which Seller Group Law Firm is entitled whether pursuant to law, contract, or otherwise.
- (b) All communications prior to Closing between the Seller Group or the Company, on the one hand, and Seller Group Law Firm, on the other hand, relating to the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (the “**Privileged Communications**”) shall be deemed to be solicitor-client privileged and the expectation of client confidence relating thereto shall survive Closing, and from and after Closing shall belong solely to the Seller Group and shall not pass to or be

claimed by the Buyer or any Company. Accordingly, the Buyer and the Company shall not have access to any Privileged Communications or to the files of Seller Group Law Firm relating to such engagement from and after Closing. Without limiting the generality of the foregoing, from and after the Closing, (i) the Seller Group (and not the Buyer or any Company) shall be the sole holders of the solicitor-client privilege with respect to such engagement, and none of the Buyer or any Company shall be a holder thereof, (ii) to the extent that files of Seller Group Law Firm in respect of such engagement constitute property of the client, only the Seller Group (and not the Buyer or any Company) shall hold such property rights and (iii) Seller Group Law Firm shall have no duty whatsoever to reveal or disclose any such Privileged Communications or files in respect thereof to the Buyer or any Company by reason of any solicitor-client relationship between Seller Group Law Firm and the Company or otherwise. Notwithstanding the foregoing, in the event that after Closing a dispute arises between the Buyer or its Affiliates (including the Company), on the one hand, and a third party other than any of the Seller Group, on the other hand, the Buyer and its Affiliates (including the Company) may assert the solicitor-client privilege to prevent disclosure of any Privileged Communications to such third party; provided, however, that neither the Buyer nor any of its Affiliates (including the Company) may waive such privilege in respect of any Privileged Communications (if asserted in accordance with the prior sentence) without the prior written consent of the Seller Group, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Buyer or any of its Affiliates (including the Company) is legally required by Governmental Order or otherwise legally required to access or obtain a copy of all or a portion of the Privileged Communications, to the extent (x) permitted by Applicable Law, and (y) advisable upon advice of the Buyer's counsel, then the Buyer shall immediately (and, in any event, within five Business Days) notify the Seller in writing so that the Seller can seek a protective order. In furtherance of the foregoing, each of the Parties agrees that (i) no waiver is intended by failing to remove all Privileged Communications from the Company's files and computer systems, and (ii) after Closing the Parties will use commercially reasonable efforts to take the steps necessary to ensure the Privileged Communications are held and controlled by the Seller Group. The Buyer agrees that after Closing none of the Buyer, the Company, or their Affiliates will, directly or indirectly, use, disclose or assert the Privileged Communications in any action, litigation, claim, or dispute against or involving the Seller Group.

- (c) This Section 6.11 is intended for the benefit of, and shall be enforceable by, Seller Group.

6.12 Terminated Employee Fund

Subject to the Company obtaining the Terminated Employee Fund Order, the Buyer shall pay to the Monitor, by wire transfer of immediately available funds, an amount equal to the Terminated Employee Fund and the Monitor will establish, or cause to be established, the Terminated Employee Fund on the Closing Date, to be held in escrow and distributed in accordance with the provisions of the Terminated Employee Fund Escrow Agreement.

Any residual balance in the Terminated Employee Fund after the final distribution amounts from the Terminated Employee Fund shall be an asset of and owned by the Buyer, and shall be distributed to Buyer as specified in the Terminated Employee Fund Escrow Agreement. The Seller shall cooperate with the escrow agent of the Terminated Employee Fund and use commercially reasonable efforts to assist it in carrying out its duties under the Terminated Employee Fund Escrow Agreement.

ARTICLE 7 COURT ORDERS

7.1 Court Orders

- (a) The Seller shall serve and file a motion with the Court seeking the issuance of the Court Orders.
- (b) From and after the date of this Agreement and until the Closing Date, the Seller shall, and shall cause the Company to, deliver to counsel to the Buyer drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports, and other papers to be filed or submitted by the Company in connection with or related to this Agreement, for the Buyer's prior review at least two (2) Business Days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for two (2) Business Days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The Company acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, or other papers in respect of the Court Orders (other than reports of the Monitor) shall be in form and substance satisfactory to the Buyer, acting reasonably, and (ii) to consult and cooperate with the Buyer regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.
- (c) The Buyer shall cooperate with the Seller acting reasonably, as may be reasonably necessary, in seeking to obtain the Court Orders, including providing such evidence of financial wherewithal for the Company to perform the Assumed Liabilities as and when due as may be reasonably requested by the Seller or Monitor or required by the Court.
- (d) The Seller shall use its reasonable best efforts to obtain the Court Orders as soon as practicable. Buyer acknowledges that Court time has been scheduled for April 12, 2024.
- (e) Notice of the motions seeking the issuance and entry of the Court Orders shall be served by the Seller on the service list for the CCAA Proceedings prepared by the CCAA Applicants and reviewed by the Monitor, and any other Person as may be reasonably requested in writing by the Buyer.

ARTICLE 8 TERMINATION

8.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by either Party if Closing does not occur on or before the Outside Date; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 8.1(a) if the Closing's non-occurrence on or before the Outside Date is caused by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date;
- (b) subject to any approvals required from the Court or otherwise pursuant to the CCAA Proceedings, and with the consent of the Monitor, by mutual written consent of the Seller and the Buyer;
- (c) by either Party, upon written notice to the other, if a Governmental Authority issues an order prohibiting the Transaction contemplated hereby, which order shall have become a Final Order;
- (d) by the Seller upon written notice to the Buyer and with the consent of the Monitor, if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 5.2 on or before the Outside Date and such violation or breach has not been waived by the Seller or cured within ten (10) days after written notice thereof from the Seller, unless a Seller is in material breach of its obligations under this Agreement;
- (e) by the Buyer upon written notice to the Seller, if there has been a material violation or breach by a Seller of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 5.1 on the Closing Date and such violation or breach has not been waived by the Buyer or cured within ten (10) days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement;
- (f) by the Buyer or the Seller if the Court declines to grant the Approval and Vesting Order in respect of the Transaction; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 8.1(f) if the Court's aforementioned non-approval of the Transaction is caused by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with before the Closing Date; and
- (g) by the Buyer upon written notice to the Seller if: (i) the Buyer determines that the condition in Section 5.1(a) will not be met; or (ii) the Company has not arranged a call between Buyer and each Identified Customer to be held prior to the Customer Deadline. The termination right in this Section 8.1(g) will terminate and be of no

further force or effect unless exercised by Buyer in writing by the Customer Deadline; and

- (h) by the Buyer if there occurs an event of default under the DIP Facility and the DIP Lender provides notice to the Company that it is accelerating payment of amounts owing by the Company under the DIP Facility.

8.2 Effect of Termination

- (a) In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become null and void, except as set forth in this Section 8.2 and Article 10, provided that, subject to Section 8.2(b), nothing herein shall impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement prior to such termination or such obligations that expressly survive termination (including the Seller's right to compel specific performance of the Investors' obligations under the Equity Commitment Letter prior to the termination of the Agreement).
- (b) If this Agreement is terminated pursuant to Section 8.1 (other than Section 8.1(d)) the Deposit shall be returned to the Buyer together with any interest earned thereon within two (2) Business Days following the date of termination of this Agreement and the return of the Deposit plus any interest earned thereon shall be the sole and exclusive remedy of the Buyer in respect of such termination (including the actions, events, circumstances or otherwise giving rise to such termination) and the Buyer hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Buyer may or would otherwise be entitled to as against the Seller.
- (c) If this Agreement is terminated pursuant to Section 8.1(d), the Deposit together with any interest thereon shall be forfeited by the Buyer to, and become the sole property of, the Seller as liquidated damages and not as a penalty to compensate the Seller and the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions. Subject to Seller's right to seek specific performance under Section 8.2(a) prior to termination of this Agreement, the Seller agrees that the Deposit, plus any accrued interest, shall be the sole and exclusive remedy of the Seller in respect of any violation or breach by the Buyer of this Agreement and termination of the Agreement and the Seller hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Seller may or would otherwise be entitled to as against the Buyer. Without prejudice to the Seller's right to seek specific performance prior to termination of this Agreement, the Parties agree that the amount of the Deposit (plus all interest accrued thereon) constitutes a genuine pre-estimate of the Seller's liquidated damages as a result of the Closing not occurring. The Buyer hereby waives any claim or defence that the amount of the Deposit (plus all interest accrued thereon) is a penalty or is otherwise not a genuine pre-estimate of the Seller's liquidated damages.

ARTICLE 9 CLOSING

9.1 Location and Time of Closing

The Closing shall take place at the Closing Time on the Closing Date by means of an electronic closing, or such other place or fashion as may be agreed upon in writing by the Parties, in which the closing documentation will be delivered by email exchange of signature pages in PDF or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals except as otherwise provided in this Agreement.

9.2 Closing Sequence

On the Closing Date, subject to the terms of the Approval and Vesting Order, Closing shall take place in the sequence set out in the Closing Sequence. The Buyer may, as a result of any Pre-Closing Reorganization or otherwise with the prior consent of the Company and the Monitor, acting reasonably, amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

9.3 Closing Deliveries

- (a) At the Closing, the Seller shall deliver to the Buyer:
 - (i) the documents required to be delivered by it pursuant to Section 5.1;
 - (ii) share certificates representing the CPL Shares duly endorsed in blank for transfer, or accompanied by irrevocable stock transfer powers duly executed in blank, in either case, by the holder of record;
 - (iii) a certificate of status, compliance, good standing or like certificate with respect to each Company issued by the appropriate government official of its jurisdiction of incorporation, to the extent such certificate exists in such jurisdiction; and
 - (iv) any other documents reasonably requested by the Buyer in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement (which would not expand the rights, remedies or Liabilities of any Party hereunder).
- (b) At the Closing, the Buyer shall deliver to the Seller:
 - (i) the documents required to be delivered by the Buyer pursuant to Section 5.2;
 - (ii) the payments required to be released and paid by the Buyer pursuant to Section 2.3(b);

- (iii) a certified copy of a resolution of the Buyer's board of directors authorizing the entering into of this Agreement;
- (iv) a certificate of status, compliance, good standing or like certificate with respect to the Buyer issued by the appropriate government official of its jurisdiction of incorporation, to the extent such certificate exists in such jurisdiction; and
- (v) any other documents reasonably requested by the Seller in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement (which would not expand the rights, remedies or Liabilities of any party hereunder).

9.4 Monitor's Certificate

The Parties hereby acknowledge and agree that the Monitor will be entitled to deliver the Monitor's Certificate to the Buyer and file the Monitor's Certificate with the Court without independent investigation upon: (i) receiving written confirmation from the Seller and the Buyer that all conditions to Closing set forth in Article 5 have been satisfied or waived; and (ii) receiving the entirety of the Closing Consideration and the Administrative Expense Reserve, and the Monitor will have no liability to the Seller or the Buyer or any other Person as a result of delivering and filing the Monitor's Certificate or otherwise in connection with this Agreement or the Transaction contemplated hereunder (whether based on contract, tort or any other theory).

9.5 Administrative Expense Reserve

On that date that is six (6) months following Closing or such later date as the Monitor shall determine in its sole discretion, any unused portion of the Administrative Expense Reserve after payment or reservation for all Administrative Expense Costs, as determined by the Monitor, shall be transferred by the Monitor to the Company.

ARTICLE 10 GENERAL MATTERS

10.1 Confidentiality

- (a) Except to the extent otherwise specifically provided in this Section 10.1, each Party, on behalf of itself and its Affiliates, agrees to keep the other Party's Confidential Information confidential and not to use the other Party's Confidential Information in any manner except as required to perform the obligations set out in this Agreement. Each Party agrees to be responsible for any breach of this Section 10.1 by any of its Affiliates and its and their respective directors, employees, advisors, agents and representatives.
- (b) Notwithstanding anything to the contrary herein, each Party maintains the right to disclose the other Party's Confidential Information if required to do so by Applicable Laws or requirement of a Governmental Authority, or to a Taxing

Authority in order to describe the Tax treatment and Tax structure of the Transaction; provided that the disclosure of such Confidential Information will be limited only to that purpose and provided further that it will use reasonable efforts to cooperate with the other Party in limiting the disclosure of the Confidential Information.

- (c) At the other Party's request, a Party will destroy all of the other Party's Confidential Information, provided that it is permitted to retain one copy of any Confidential Information to the extent required by Applicable Laws or its internal record-keeping policies.
- (d) Any Confidential Information of the Seller that constitutes part of the Business will cease to be Confidential Information of the Seller and will become Confidential Information of the Buyer on Closing.

10.2 Public Notices

No press release or other announcement concerning the Transaction shall be made by the Seller or by the Buyer without the prior consent of the other (such consent not to be unreasonably withheld); provided, however, that the Buyer may make a press release or other announcement concerning the Transaction after the Closing without the prior consent of the Seller and, further, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings) or by any court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other (including sharing a draft of any such proposed disclosure), and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by the Seller with the Court and, in advance of it being publicly filed with the Court, provided to stakeholders of the Seller in the CCAA Proceedings who are subject to a confidentiality agreement; and (ii) the Transaction may be disclosed by the Seller to the Court, subject to redacting such confidential or sensitive information as may be agreed among the Parties and permitted by Applicable Laws. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms thereof; and
- (b) the Seller and their professional advisors may prepare and file such reports and other documents in the CCAA Proceedings containing references to the Transaction and the terms thereof as may reasonably be necessary to obtain Court approval to complete the Transaction or to comply with their obligations in connection therewith. Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

10.3 Survival

The representations and warranties of the Seller in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction are set forth solely for the purpose of Section 5.1 and none of them shall survive Closing. The Seller shall have no liability, whether before or after the Closing, for any breach of any Seller's representations or warranties, and the Buyer acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 8.1). None of the Seller's covenants contained in Article 7 to be performed on or prior to the Closing shall survive the Closing. The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing, shall survive the Closing indefinitely unless otherwise set forth herein. For the avoidance of doubt, the Parties' respective covenants and agreements set forth in Sections 6.9 and 6.10 shall survive the Closing indefinitely.

10.4 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, advisor or representative of the respective Parties hereto (the "**Non-Recourse Persons**"), in such capacity, shall have any liability for any representations, warranties, obligations or liabilities of the Buyer or the Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of the Transaction.

10.5 Assignment; Binding Effect

The Seller may not assign its right or benefits under this Agreement without the consent of the other Party hereto. Prior to Closing, the Buyer may assign, upon written notice to the Seller, all or any portion of its rights and obligations under this Agreement to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person or entity not a Party to this Agreement other than the Monitor and the express third party beneficiaries of Sections 6.9, 6.10 and 10.4 hereof. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. The Buyer shall remain jointly and severally liable with all assignees and delegates for its obligations herein up to the Closing.

10.6 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email (if sent during normal business hours of the recipient, if not, then on the next Business Day); (iii) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (iv) five (5) days after

mailing via certified mail, return receipt requested. All notices not delivered personally or by email 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) If to the Buyer at:

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
Email: cthomas@aterianpartners.com / jtaunk@aterianpartners.com

with copies (which shall not in itself constitute notice) to:

Osler, Hoskin & Harcourt LLP
First Canadian Place
100 King St. W Suite 6200
Toronto, Ont 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, United States

Attention: Adam M. Wexner, P.C. / Steve Toth

E-mail: adam.wexner@kirkland.com / steve.toth@kirkland.com

(b) If to the Seller at:

7600 Danbro Crescent
Mississauga, Ontario L5N 6L6

Attention: Jan Sahai
Email: jsahai@cplltd.com

with copies (which shall not in itself constitute notice) to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400

Toronto, Ontario
M5H 2S7

Attention: Chris Armstrong/Erik Axell/Jennifer Linde
Email: carmstrong@goodmans.ca/eaxell@goodmans.ca/jlinde@goodmans.ca

(c) If to the Monitor at:

220 Bay Street, 13th Floor
PO Box 20
Toronto, ON M5J 2W4

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

with copies (which shall not in itself 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
Email: 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.

10.7 Third Party Beneficiaries

Except with respect to: (i) the Monitor as expressly set forth in this Agreement or ResidualCo as it relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo as an Excluded Liability at the Closing (ii) the Non-Recourse Persons pursuant to Section 10.4; (iii) the Company Released Parties pursuant to Section 6.9; (iv) the Buyer Released Parties pursuant to Section 6.10 and (v) ResidualCo as it relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

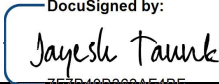
10.8 Counterparts; Signatures

This 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 Agreement by any of the Parties hereto may be evidenced by scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

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

AIP ELIXIR BUYER INC.

By:  DocuSigned by:
Name: Jayesh Taunk
Title: Director

CONTRACT PHARMACEUTICALS LIMITED

By: _____
Name: Jan Sahai
Title: Officer

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

AIP ELIXIR BUYER INC.

By: _____
Name: Jayesh Taunk
Title: Director

CONTRACT PHARMACEUTICALS LIMITED

By: Jan Sahai
Name: Jan Sahai
Title: Officer

Signed by: Jan Sahai
CEO
Date & Time: March 29, 2024 22:12:11 EDT

SCHEDULE A

ASSUMED LIABILITIES

1. GST/HST liabilities of \$627,474.15 for the period ending December 15, 2023, as detailed in a letter to the Monitor dated February 6, 2024, and accrued and unpaid GST/HST liabilities, if any, for the period from December 15, 2023, through the Closing.
2. Customer rebate obligations owing to Endo Pharmaceuticals or its affiliates totalling approximately US\$201,584.88.

SCHEDULE B

ENCUMBRANCES TO BE DISCHARGED

- (a) All Encumbrances under the DIP Facility
- (b) All Encumbrances under the RBC Facility and RBC Security Agreement
- (c) All Encumbrances under the Deerfield Facility and Deerfield Security Agreement
- (d) All Encumbrances under the EDC Facility and EDC Security Agreement

SCHEDULE C

EXCLUDED ASSETS

None.

SCHEDULE D

EXCLUDED CONTRACTS

- (a) RBC Facility, RBC Security Agreement and RBC Intercreditor Agreement
- (a) Deerfield Facility, Deerfield Security Agreement and Deerfield Intercreditor Agreement
- (b) EDC Facility and EDC Security Agreement
- (c) The FedDev Facility
- (d) ANDA Sale and Assignment Agreement dated April 14, 2023 between Chartwell RX Sciences, LLC and Glasshouse Pharmaceuticals Limited Canada

SCHEDULE E

EXCLUDED LIABILITIES

- (a) All Liabilities relating to or arising from the Retained Contracts, prior to the commencement of the CCAA Proceedings which are not Pre-Filing Stayed Unsecured Obligations or otherwise Post-Filing Trade Amounts payable under the Retained Contracts
- (b) Any and all Liabilities with regard to any litigation or other legal proceedings brought or initiated, or which could be brought or initiated, against the Company relating to or arising from any act, occurrence or circumstance existing at or before the Closing Date
- (c) Any and all Liabilities relating directly or indirectly, at Applicable Law, under contract or otherwise, to or arising from the Excluded Contracts or any assets or Contracts of Glasshouse Canada
- (d) Pre-petition Severance Amounts (which, for greater certainty, includes amounts for Claims relating to employment benefits and post-employment benefits for any Former Employee)
- (e) Claims under the FedDev Facility

SCHEDULE F

PERMITTED ENCUMBRANCES

- (a) Encumbrances permitted in writing by the Buyer.
- (b) Encumbrances in respect of any Retained Contracts.
- (c) Any Claim or Encumbrance reserved to or vested in any Governmental Authority by the terms of any of the Permits and Licenses, including any requirement to terminate, to require annual or other periodic payments or any action, omission or other compliance obligation or requirement as a condition to the continuance, status or effectiveness thereof.

SCHEDULE G

RETAINED CONTRACTS

Leases

1. (i) Lease between Dundee Danbro Holdings Limited and CPL Canada dated April 7, 1999, respecting the property bearing municipal address 7600 Danbro Crescent, Mississauga, Ontario; (ii) Lease Amending Agreement between GE Canada Real Estate Equity Holding Company and CPL Canada dated March 5, 2012; (iii) letter of succession and Notice of Direction from Piret (Mississauga) Holdings Inc. to CPL Canada dated May 15, 2013; and (iv) Lease Amending Agreement between Piret and CPL Canada dated October 25, 2023.
2. Lease between Laurel Lynn investment Limited, Ben-Ted Construction Limited and CPL Canada dated October 8, 2012, respecting the property bearing municipal address 2145 Meadowpine Boulevard, Mississauga, Ontario; and (ii) Lease between GTA W21 Inc. and CPL Canada dated September 12, 2023.

Customer Contracts

3. Manufacturing and Supply Agreement between Novartis Consumer Health Canada Inc., as customer, and Contract Pharmaceuticals Limited Canada, as manufacturer and supplier, dated May 13, 2013, as amended.
4. Manufacture and Supply Agreement, between OptiNose US Inc., OptiNose UK Ltd., OptiNose AS, and on the other hand, Contract Pharmaceuticals Limited Canada, dated August 18, 2017, as renewed and amended.
5. Manufacture and Supply Agreement between Covis Pharma BmbH, as buyer, and Contracts Pharmaceuticals Limited Canada, as supplier, dated August 15, 2022.
6. Supply Agreement between Upsher-Smith Laboratories, Inc. and Contract Pharmaceuticals Limited Canada, dated May 1, 2012.
7. Manufacturing and Supply Agreement between Johnson & Johnson Healthcare Products Division of McNeil PPC, Inc., as customer and Contract Pharmaceuticals Limited Canada, as manufacturer, dated August 1, 2010.
8. Extension and Amendment to Johnson & Johnson Manufacturing and Supply Agreement, dated December 15, 2013.
9. Extension and Amendment of Johnson & Johnson Manufacturing and Supply Agreement, dated December 14, 2021.
10. Amendment to the Johnson & Johnson Manufacturing and Supply Agreement, dated January 1, 2021.

11. Development and Manufacture Agreement between Pfizer Inc, as customer and Contract Pharmaceuticals Limited Canada, dated December 16, 2021, as amended.
12. Master Scientific Services Agreement between Contract Pharmaceuticals Limited Canada, as provider and Pfizer Inc., as customer, dated April 13, 2021, as amended.
13. Commercial Supply Agreement between Incyte Biosciences International Sàrl, as customer, and Contract Pharmaceuticals Limited Canada, as supplier, dated April 28, 2023, as amended.
14. Toxicology Batches Manufacturing and In-Use Stability Testing of [REDACTED] Agreement between Contract Pharmaceuticals Limited Canada and Pfizer Inc., as customer, dated February 6, 2024.
15. Amended and Restated Supply Agreement between Contract Pharmaceuticals Limited Canada, and Actavis Mid Atlantic LLC, dated June 29, 2012, as amended.
16. Partial Assignment and Assumption to the Actavis Amended and Restated Supply Agreement, between Actavis Mid-Atlantic LLC, as assignor and Actavis Laboratories NY, Inc., as assignee, dated June 29, 2019.
17. Supply Agreement, between Valeant Pharmaceuticals North America, Maruho Co., Ltd., and Contract Pharmaceuticals Limited, dated February 1, 2011, as amended.
18. Manufacture and Supply Agreement between Valeant sp. z.o.o. s.p.j. and Contract Pharmaceuticals Limited Canada, dated March 10, 2015.
19. Manufacture and Supply Agreement between Valeant sp. z.o.o. sp.j and Contract Pharmaceuticals Limited Canada, dated as of January 1, 2015.
20. Manufacture and Supply Agreement between Valeant sp. z.o.o. s.p.j., as buyer, and Contract Pharmaceuticals Limited Canada, dated as of September 28, 2015.
21. Master Supply Agreement between Endo Ventures Limited, and Contract Pharmaceuticals Limited Canada, as supplier, dated March 1, 2016.

SCHEDULE H

CLOSING SEQUENCE

- (a) First, the Buyer shall pay the unpaid balance of the Closing Consideration (which does not include any amount of the Deposit and the interest accrued thereon) and the Administrative Expense Reserve to the Monitor, to be held in escrow by the Monitor, and the entire Closing Consideration shall be dealt with in accordance with this Closing Sequence with such payment (including the Deposit and any interest accrued thereon) constituting a loan from Buyer to CPL Canada Holdco;
- (b) Second, all Existing Equity (other than the CPL Shares and for greater certainty, shares of CPL Canada and Glasshouse Canada) as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration;
- (c) Third, the Company shall be deemed to transfer to ResidualCo the Excluded Assets and the Excluded Contracts for no consideration, pursuant to the Approval and Vesting Order;
- (d) Fourth, ResidualCo shall be deemed to assume the Excluded Liabilities from the Company for no consideration (and, for greater certainty, the assumption of the Excluded Liabilities will not be consideration for the Excluded Assets or Excluded Contracts), pursuant to the Approval and Vesting Order;
- (e) Fifth, the Company shall pay all Company-side advisors' expenses (including the Company's and Monitor's financial advisor and legal counsel fees), in each case from the Company's cash on hand, and the Monitor shall retain the Administrative Expense Reserve in a separate interest-bearing account;
- (f) Sixth, from the amounts provided by the Buyer referred to in (a) and the Deposit with the interest accrued thereon, if any (which will represent the Closing Consideration):
 - (i) the Monitor shall be directed to pay all Claims owing under the DIP Facility,
 - (ii) the Monitor shall be directed to pay all Claims owing under the RBC Facility,
 - (iii) the Monitor shall be directed to pay all Claims owing under the EDC Facility, and
 - (iv) the Monitor shall be directed to pay all Claims owing under the Deerfield Facility,

and to the extent such Claims are payable by CPL Canada or Glasshouse Canada, CPL Canada Holdco shall be deemed to have made an equity contribution in such amounts to CPL Canada and Glasshouse Canada, as applicable; and

- (g) Seventh, the CPL Shares shall be transferred to the Buyer, free and clear of all Encumbrances for the Share Purchase Price.

SCHEDULE I

FORM OF APPROVAL AND VESTING ORDER

(see attached)

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

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

THE HONOURABLE)	FRIDAY, THE 12 TH
)	
JUSTICE CAVANAGH)	DAY OF APRIL, 2024

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

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

(the "**Applicants**")

APPROVAL AND REVERSE VESTING 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*, (a) approving the Share Purchase Agreement (as may be amended, the "**Agreement**") between Contract Pharmaceuticals Limited, as seller ("**Seller**"), and AIP Elixir Buyer Inc., as buyer ("**Buyer**"), dated as of March ●, 2024 and attached hereto as **Schedule "A"** and the transaction contemplated therein (the "**Transaction**"), (b) vesting and transferring the Excluded Assets, Excluded Contracts and Excluded Liabilities (including in relation to CPL Canada Holdco, CPL Canada, and Glasshouse Canada (collectively, the "**Company**")) in and to 1000834899 Ontario Inc. ("**ResidualCo**"), and (c) granting certain related relief, was heard this day by videoconference.

ON READING the Motion Record of the Applicants, including the affidavit of Jan Sahai sworn March ●, 2024, the Third Report of KSV Restructuring Inc., in its capacity as Court-appointed monitor (in such capacity, the "**Monitor**"), dated March ●, 2024, 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. ("**Deerfield**"), 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 as appears from the affidavit of service of ●, sworn ●, 2024:

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 Amended and Restated Initial Order of this Court dated December 22, 2023 (the “**ARIO**”), the SISP Approval Order dated December 22, 2023 (the “**SISP Approval Order**”), or the Agreement, as applicable, and the following capitalized terms shall have the following meanings:

- (a) “**Expunged Claims**” means all Claims and Encumbrances (including, without limitation, the Excluded Liabilities) other than the Retained Obligations; and
- (b) “**Retained Obligations**” means (i) the Assumed Liabilities and (ii) the Permitted Encumbrances.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Agreement and the Transaction are hereby approved, and the execution of the Agreement by the Seller is hereby authorized and approved, with such minor amendments to the Agreement as the parties to the Agreement may deem necessary or desirable, with the approval of the Monitor.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with and complete the Transaction and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS** that the Seller, the Applicants and the Monitor are hereby authorized to perform their obligations under the Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction.

PRE-CLOSING REORGANIZATION

6. **THIS COURT ORDERS** that the Pre-Closing Reorganization is hereby approved and the Applicants are hereby authorized to (a) implement and complete the Pre-Closing Reorganization in the manner and sequence specified in the Agreement, with such amendments thereto as the parties to the Agreement may deem necessary or desirable with the consent of the Monitor, and (b) perform such acts and execute such documents as contemplated under the Pre-Closing Reorganization or as may be necessary or desirable for the completion of the Pre-Closing Reorganization.

7. **THIS COURT ORDERS** that the Applicants are permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other related documents or instruments as may be necessary or desirable to effectuate the Pre-Closing Reorganization and that such articles, documents or instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under applicable law to obtain director, shareholder, partner, member or other approval under applicable law.

VESTING OF EXCLUDED ASSETS, EXCLUDED CONTRACTS, EXCLUDED LIABILITIES AND CPL SHARES

8. **THIS COURT ORDERS** that upon the delivery by the Monitor of the Monitor's certificate substantially in the form attached as **Schedule "B"** hereto (the "**Monitor's Certificate**") to the Applicants and the Buyer, the Closing Sequence shall occur and shall be deemed to have occurred in the sequence set out in the Agreement at the time of delivery of the Monitor's Certificate (the "**Effective Time**"), and the following shall occur and shall be deemed to have occurred at the Effective Time in the following sequence:

- (a) all right, title and interest of the Company in and to the Excluded Assets shall, for no consideration, be transferred to and vest absolutely and exclusively without recourse in ResidualCo;
- (b) all Excluded Contracts shall, for no consideration, be transferred to, assumed by and vest absolutely and exclusively without recourse in ResidualCo;
- (c) all Excluded Liabilities shall, for no consideration, be transferred to, assumed by and vest absolutely and exclusively without recourse in ResidualCo (and, for greater certainty, the assumption of the Excluded Liabilities will not be consideration for any Excluded Assets or Excluded Contracts);
- (d) all Expunged Claims shall be irrevocably and forever expunged, released and discharged as against the Company and the Retained Assets; and

- (e) all right, title and interest of the Seller in and to the CPL Shares shall vest absolutely and exclusively in the Buyer, free and clear of all Claims and Encumbrances, other than Permitted Encumbrances.

9. **THIS COURT ORDERS** that, as of the Effective Time:

- (a) the Company shall continue to hold all right, title and interest in and to the Retained Assets, free and clear of all Expunged Claims;
- (b) the nature and priority of the Excluded Liabilities, including their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to and assumption by ResidualCo;
- (c) any Person that prior to the Effective Time had an Expunged Claim against or in respect of the Company or any Retained Assets shall, as of the Effective Time, no longer have any such Claim or Encumbrance against or in respect of the Company or the Retained Assets, but shall have an equivalent Claim or Encumbrance, as applicable, as against ResidualCo from and after the Effective Time in its place and stead, with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to ResidualCo; and
- (d) except for the CPL Shares and the common shares of CPL Canada and Glasshouse Canada owned by CPL Canada Holdco, any agreement, contract, plan, indenture, deed, subscription right, conversion right, pre-emptive right or other document or instrument governing or having been created or granted in connection with any

common shares, options, warrants, share units, or other equity interests of the Company shall be deemed terminated and cancelled for no consideration.

10. **THIS COURT ORDERS** that (a) nothing in this Order or the Agreement shall waive, compromise or discharge any obligations of the Company or the Buyer in respect of any Retained Obligations; (b) the designation of any Retained Obligation as such is without prejudice to the right of the Buyer or the Company to dispute the existence, validity or quantum of such Retained Obligation; and (c) nothing in this Order or the Agreement shall affect or waive the legal or equitable rights or defences of the Buyer or the Company with respect to such Retained Obligation, including, but not limited to, all rights with respect to entitlements to any set-offs or recoupment rights with respect to such Retained Obligation.

11. **THIS COURT ORDERS** that in the event that either the Company, the Seller or Monitor becomes aware that record or beneficial ownership or possession of any asset that is not an Excluded Asset has been transferred to ResidualCo at the Closing, then it shall promptly notify the other Party (or Parties, as applicable), and the Parties and ResidualCo shall thereafter reasonably cooperate to, as promptly as practicable, sell, convey, transfer, assign and deliver (or cause to be sold, conveyed, transferred, assigned and delivered) the relevant asset to the Company or Excluded Liability to ResidualCo, as applicable.

12. **THIS COURT ORDERS** the Monitor to serve on the service list in these CCAA proceedings (the “**CCAA Proceedings**”), post on the Monitor’s website, and file with this Court a copy of the Monitor’s Certificate as soon as possible after the delivery thereof to the Applicants and the Buyer in connection with the Transaction.

13. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Seller and the Buyer regarding the satisfaction or waiver of the conditions to closing under the Agreement and shall have no liability with respect to the delivery of the Monitor's Certificate.

INJUNCTIONS

14. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, commencing or enforcing any rights, entitlements, remedies, Claims or Encumbrances, including the Encumbrances to Be Discharged (but for certainty, excluding the Permitted Encumbrances), against or in respect of the CPL Shares, the Company, the Retained Assets or the Buyer in any way relating to, arising from or in respect of any of the following (collectively, the "**Specified Matters**"):

- (a) the Excluded Assets;
- (b) the Excluded Contracts;
- (c) the Excluded Liabilities;
- (d) the Expunged Claims;
- (e) any circumstance that existed or event that occurred prior to the Effective Time that would have entitled such Person to enforce such right, entitlement, remedy, Claim or Encumbrance (except to the extent relating to a Retained Obligation);
- (f) the insolvency of the Applicants prior to the Effective Time;

- (g) the commencement or existence of these CCAA Proceedings or any other insolvency proceeding in respect of the Applicants, including any proceeding under Chapter 15 of the United States Bankruptcy Code (the “**US Bankruptcy Code**”);
- (h) the completion of the Transaction and any actions taken by the Applicants pursuant to the Agreement, the Pre-Closing Reorganization, this Order, the ARIO, the SISP Approval Order or any other Order of the Court in these CCAA Proceedings; or
- (i) any change of control, whether direct or indirect, of the Company arising from the implementation of the Transaction.

RETAINED CONTRACTS

15. **THIS COURT ORDERS** that the Retained Contracts shall remain in full force and effect, and the Company shall remain entitled to all of its rights, benefits and entitlements under such Retained Contracts. From and after the Effective Time, no Person who is a counterparty to or has any rights under any Retained Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations, enforce or exercise any right, entitlement or remedy (including any right of set-off), or make any demand with respect to such Retained Contract by virtue of or relating to any Specified Matter, and no automatic termination arising under such Retained Contract arising from or relating to any Specified Matter will have any validity or effect.

16. **THIS COURT ORDERS** that as of the Effective Time, all counterparties to a Retained Contract shall be deemed to have permanently waived any default or non-compliance by the Company under the terms of any Retained Contract arising from or relating to any Specified Matter.

17. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Agreement shall be paid by the Company to the relevant counterparty to a Retained Contract on or before the date that is 30 days following the Effective Time or such later date as may be agreed to by the Buyer and the relevant counterparty to a Retained Contract.

CANCELLATION OF SECURITY REGISTRATIONS

18. **THIS COURT ORDERS** that, from and after the Effective Time, the Seller, the Buyer and the Company and their respective counsel and agents are authorized to take all steps and execute such documents and instruments as may be necessary or desirable to effect the discharge of any Encumbrances (including, without limitation, those Encumbrances listed on Schedule “B” of the Agreement), except for any Permitted Encumbrances, as against the CPL Shares, the Company or the Retained Assets in any applicable jurisdiction.

19. **THIS COURT ORDERS** that, upon presentation of the required form with a true copy of this Order and the Monitor’s Certificate, the registrars under the *Personal Property Security Act* (Ontario) are hereby authorized and directed to cancel, discharge, delete and expunge all instruments and registrations made, registered or published against or in respect of the CPL Shares, the Company or the Retained Assets (including, without limitation, those instruments and registrations related to the Encumbrances listed on Schedule “B” of the Agreement), except for any Permitted Encumbrances.

20. **THIS COURT ORDERS** that, upon presentation of the required form with a true copy of this Order and the Monitor’s Certificate, the Registrar of Trademarks under the *Trademarks Act* (Canada), the Commissioner of Patents under the *Patent Act* (Canada), and any other applicable office responsible for the registration of trademarks, patents, copyrights and industrial designs of

the Company, are hereby authorized and directed to cancel, discharge, delete and expunge all security interests (other than the Permitted Encumbrances) recorded at the Canadian Intellectual Property Office, United States Patent and Trademark Office or any other registry responsible for registration in respect of the intellectual property applications and registrations of the Company, including without limitation those security interests listed on **Schedule “C”** hereto.

ADMINISTRATIVE CASE MATTERS

21. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (a) ResidualCo shall be a company to which the CCAA applies;
- (b) ResidualCo shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “Applicant” or the “Applicants” shall, unless the context otherwise requires, be deemed to refer to and include ResidualCo, *mutatis mutandis*; (ii) “Property”, as defined in the ARIO, shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of ResidualCo (the “**ResidualCo Property**”), and (iii) each of the Charges (as such term is defined in the ARIO) shall constitute charges on the ResidualCo Property;
- (c) the Applicants comprising the Company shall cease to be Applicants in these CCAA Proceedings and shall be deemed to be released from the purview of the ARIO and all other Orders of this Court granted in the within CCAA Proceedings

and the CCAA Charges granted therein, save and except for this Order, the terms of which as they relate to the Company shall continue to apply in all respects; and

- (d) the Monitor shall be discharged as Monitor of the Applicants comprising the Company and shall solely be the Monitor of the Seller, Glasshouse Pharmaceuticals LLC and ResidualCo (collectively, the “**Remaining Applicants**”).

22. **THIS COURT ORDERS** that, as of the Effective Time, the title of these proceedings is hereby changed to:

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 AND ARRANGEMENT OF
CONTRACT PHARMACEUTICALS LIMITED, GLASSHOUSE
PHARMACEUTICALS LLC AND 1000834899 ONTARIO INC.

VALIDITY OF THE TRANSACTION

23. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these CCAA Proceedings;
- (b) any application for a bankruptcy order or a receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), R.S.C 195, c. B-3, as amended (the “**BIA**”), the US Bankruptcy Code, or any other applicable legislation in respect of the Remaining Applicants or any of their respective property and any order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any of the Remaining Applicants;
- and

(d) the provisions of any applicable legislation,

the Agreement, the Closing Documents, the consummation of the Transaction, including without limitation the Pre-Closing Reorganization, the transfer and vesting of the Excluded Assets, the Excluded Contracts and the Excluded Liabilities in and to ResidualCo, the release and discharge of the Company and the Retained Assets from all Expunged Claims, and the vesting of the CPL Shares in the Buyer (i) shall be binding on any trustee in bankruptcy, receiver or monitor that may be appointed in respect of any of the Remaining Applicants, or their respective assets and property, (ii) shall not be void or voidable by creditors of the Remaining Applicants, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation or the US Bankruptcy Code, and (iii) shall not constitute nor be deemed to be oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

RELEASES

24. **THIS COURT ORDERS** that, effective as of the Effective Time: (a) the current and former directors, officers, shareholders, employees, legal counsel and advisors of each of the Applicants (including, for the avoidance of doubt, the Company and ResidualCo); (b) the Monitor and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors; (c) the Buyer and its current and former directors, officers, employees, legal counsel and advisors; and (d) Deerfield and its current and former directors, officers, employees, legal counsel and advisors (the Persons specified in (a), (b), (c) and (d) being collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and

discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, Taxes (as defined in the Agreement) or liabilities in respect of Taxes (including, in each case, interest and penalties), recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in contract, statute, common law or otherwise) arising in connection with or relating, in whole or in part, directly or indirectly to (i) the terms or implementation of the Agreement, the Transaction or this Order, (ii) these CCAA Proceedings, or (iii) any act, omission, transaction, dealing, occurrence, matter, circumstance, fact or thing existing or arising prior to the Effective Time in respect of or relating to any of the Applicants (including, for the avoidance of doubt, the Company and ResidualCo) or their respective assets, liabilities, obligations, business, affairs, administration or management (collectively, the “**Released Claims**”), which Released Claims are hereby and shall be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo or to any other Person or entity and are extinguished; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim (x) against the current or former directors of the Applicants that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or (y) with respect to any act or omission that is finally determined by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

25. **THIS COURT ORDERS** that all Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to any and all Released Claims,

from: (a) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties; (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their respective property; (c) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties; or (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their respective property.

26. **THIS COURT ORDERS** that, notwithstanding any other provision hereof, neither the Applicants nor any of their current or former directors and/or officers shall be released from any claim, whether in law or in equity, known or unknown, existing up to the Effective Time, solely to the extent it is necessary with respect to maintaining any claims as against the insurance policies of the Applicants that may be available to pay insured claims in respect of the Applicants or their current or former directors and officers (the “**Insurance Policies**” and such claims being the “**Potentially Insured Claims**”); provided that, from and after the Effective Time, any Person having a Potentially Insured Claim shall only be entitled to recover from proceeds under the Insurance Policies, to the extent available, and the recovery of such claimant shall be solely limited

to such proceeds, without any additional rights of enforcement or recovery as against the Applicants or the current or former directors or officers of the Applicants.

27. **THIS COURT ORDERS** that nothing contained in this Order prejudices, compromises, releases or otherwise affects any right, defence or obligation of any insurer in respect of the Insurance Policies.

28. **THIS COURT ORDERS** that, effective as of the Effective Time, the Buyer and the Company shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Applicants (provided that, as it relates to the Company, such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Company after the Effective Time, or (b) Taxes expressly assumed as Assumed Liabilities pursuant to the Agreement), including, without limiting the generality of the foregoing, all Taxes on behalf of any other Person, and Taxes that could be assessed against the Buyer or the Company (including its affiliates and any predecessor corporations) pursuant to section 160 or 160.01 of the *Income Tax Act* (Canada), including as a result of any future amendments or proposed amendments to such provisions or related provisions, or any provincial equivalent, in connection with the Applicants.

GENERAL

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

30. **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,

tribunal or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts, tribunals 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.

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other 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.

32. **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”
SHARE PURCHASE AGREEMENT**

[Attached]

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

Court File No. CV-23-0071101-00CL

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

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

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

(the “**Applicants**”)

MONITOR’S CERTIFICATE

A. Pursuant to the Amended and Restated Initial Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), dated December 22, 2023, the Applicants were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and KSV Restructuring Inc. was appointed as the monitor of the Applicants (in such capacity, the “**Monitor**”).

B. Pursuant to the Approval and Reverse Vesting Order of the Court dated April 1, 2024 (the “**Approval and Reverse Vesting Order**”), the Court approved the transaction (the “**Transaction**”) contemplated by the Share Purchase Agreement (as may be amended, the “**Agreement**”) between Contract Pharmaceuticals Limited, as seller (the “**Seller**”), and AIP Elixir Buyer Inc., as buyer (the “**Buyer**”) dated as of March 1, 2024.

C. The Approval and Reverse Vesting Order contemplates that the Transaction will be implemented and certain relief set out in the Approval and Reverse Vesting Order will become effective upon delivery of this Monitor’s Certificate by the Monitor to the Applicants and the Buyer.

D. Capitalized terms used but not defined herein have the meanings ascribed to them in the Approval and Reverse Vesting Order or the Agreement.

THE MONITOR HEREBY CERTIFIES the following:

1. The Monitor has received written confirmation from the Seller, in form and substance satisfactory to the Monitor, that it has received the Share Purchase Price.
2. The Buyer has paid to the Monitor the Closing Consideration, the Administrative Expense Reserve and the Employee Fund amount in accordance with the Agreement.
3. The Monitor has received written confirmation from the Buyer and the Seller, in form and substance satisfactory to the Monitor, that all conditions to Closing set forth in the Agreement have been satisfied or waived, as applicable, by the Buyer and the Seller.

This Monitor's Certificate was delivered by the Monitor at Toronto on _____, 2024.

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

Per: _____
Name:
Title:

SCHEDULE “C”
IP ENCUMBRANCES TO BE DELETED

[NTD: To be specified.]

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
	APPROVAL AND REVERSE VESTING ORDER
	GOODMANS LLP Barristers & Solicitors 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 Christopher Armstrong (LSO# 55148B) carmstrong@goodmans.ca Erik Axell (LSO# 85345O) eaxell@goodmans.ca Jennifer Linde (LSO# 86996A) jlinde@goodmans.ca Tel: (416) 979-2211 Fax: (416) 979-1234 Lawyers for the Applicants

SCHEDULE J

TERMINATED EMPLOYEE FUND TERMS

- Maximum Terminated Employee Fund amount of C\$500,000 (the “**Terminated Employee Fund Amount**”), provided that Buyer may in its sole discretion contribute, or direct an Affiliate to contribute, additional amounts.
- Monitor to administer Terminated Employee Fund, with no cost to the Terminated Employee Fund or the Buyer (associated costs to be funded from the Administrative Expense Reserve).
- Terminated Employee Fund to be used exclusively for payment to Terminated Employees of a hardship benefit up to a maximum amount that is equal to each Terminated Employee’s statutory termination pay, and if applicable, statutory severance pay under the *Ontario Employment Standards Act, 2000* (“**Hardship Benefit**”), with the Hardship Benefit subject to a potential pro rata reduction as described below.
 - If total Hardship Benefits payable to Terminated Employees are less than the Terminated Employee Fund Amount, the Monitor will return the balance of the Terminated Employee Fund Amount to the Buyer as soon as reasonably practicable following the Terminate Date (as defined below).
 - If total Hardship Benefits payable to Terminated Employees exceeds the Terminated Employee Fund Amount, Hardship Benefit payments to Terminated Employees will be pro-rated based on their relative Hardship Benefit amounts.
 - In no event will a Terminated Employee receive more than their calculated Hardship Benefit from the Terminated Employee Fund.
 - All Hardship Benefits will be calculated by the Monitor in good faith based on Terminated Employee information provided by the Company and such calculations shall be final and non-appealable.
 - All Hardship Benefit payments shall be subject to all applicable withholdings, taxes and deductions as may be required by law.
- Any and all Hardship Benefit payments to Terminated Employees from the Terminated Employee Fund will be made by no later than (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, and any amounts remaining in the Terminated Employee Fund after such date will be paid to Buyer or its designate within three Business Days following such date. Hardship Benefit payments shall be conditional on Terminated Employees executing a full and irrevocable release in favour of the Seller, Company, Buyer, Monitor and each of their respective affiliates, directors, officers, employees, agents and representatives in a form satisfactory to the Buyer.

- 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 Buyer and the Monitor, each in its sole discretion), then the entire Terminated Employee Fund shall be repaid to the Buyer promptly and no Terminated Employee shall be entitled to any Hardship Benefit.
- Terminated Employee Funder Order and Terminated Employee Fund Escrow Agreement to provide that Buyer and Monitor shall not be a successor or related employer, or otherwise liable in any way, in respect of Terminated Employees.

SCHEDULE K

TERMINATED EMPLOYEE FUND ORDER

1389-0481-4603

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	FRIDAY, THE 12 TH
)	
JUSTICE CAVANAGH)	DAY OF APRIL, 2024

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CONTRACT PHARMACEUTICALS
LIMITED, 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 CPL 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 may be amended, the “**Agreement**”) between Contract Pharmaceuticals Limited, as seller, and AIP Elixir Buyer Inc., as buyer (“**Buyer**”), dated as of March [●], 2024, was heard this day by videoconference.

ON READING the Motion Record of the Applicants, including the affidavit of Jan Sahai

sworn March [●], 2024 and the Third Report of the Monitor dated March [●], 2024, 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 as appears from the affidavit of service of [●], sworn [●], 2024:

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 in the Approval and

Reverse Vesting Order of the Court made in the within proceedings of even date herewith): (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 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 Payment 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 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 Amount, 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 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 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: (i) 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 an 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; (ii) 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; (iii) the conduct of the restructuring proceedings of the Applicants under the CCAA; or (iv) 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: (a) 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 (b) 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

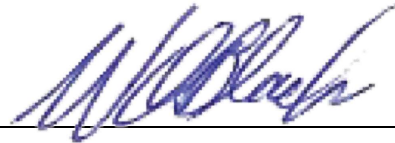
24. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

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.

A handwritten signature in blue ink, appearing to read 'M. Blach', is written over a horizontal line.

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.

- 2 -

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.

- 4 -

“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.

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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.

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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.

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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]

LEGAL_1:85521775.4

**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 \$500,000¹ (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.

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

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

- 2 -

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 [redacted], 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

1378-1423-0027

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*, 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

Applicants	
	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto
	TERMINATED EMPLOYEE FUND ORDER
	GOODMANS LLP Barristers & Solicitors 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
	Christopher Armstrong (LSO# 55148B) carmstrong@goodmans.ca Erik Axell (LSO# 85345O) eaxell@goodmans.ca Jennifer Linde (LSO# 86996A) jlinde@goodmans.ca Tel: (416) 979-2211 Fax: (416) 979-1234 Lawyers for the Applicants

FIRST AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the “**Amending Agreement**”) is made April 12, 2024

AMONG

CONTRACT PHARMACEUTICALS LIMITED, a corporation
incorporated under the laws of the State of Delaware (the “**Seller**”)

- and -

AIP ELIXIR BUYER INC., a corporation incorporated under the
laws of the Province of Alberta (the “**Buyer**”)

(collectively, the “**Parties**”)

RECITALS

- A. The Parties entered into a share purchase agreement dated as of March 30, 2024 (the “**Share Purchase Agreement**”).
- B. The Parties wish to amend the Share Purchase Agreement and document certain other agreements pertaining to the Share Purchase Agreement.

IN CONSIDERATION of the premises and mutual agreements and covenants contained in this Amending Agreement (the receipt and sufficiency of good and valuable consideration being acknowledged), the Parties hereby agree as follows:

1. Amendments

- (a) The definition of “**Outside Date**” in Section 1.1 of the Share Purchase agreement is deleted in its entirety and replaced with the following:

““**Outside Date**” means June 7, 2024 or such later date as provided for in Section 6.5(d);”

- (b) Section 2.2(b) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“On the Closing Date, the Buyer shall pay to the Monitor an amount equal to the sum of the amounts set forth in the sixth step of the Closing Sequence as of the Closing as a loan by the Buyer to CPL Canada Holdco, which amounts have been estimated by the Seller to be approximately the amount equal to \$57,516,345 (estimated as at April 30, 2024) minus USD\$8,000,000 (the “**Closing Consideration**”). For greater certainty, Seller’s estimated amount in the preceding sentence is solely an estimate and not a maximum and the Closing Consideration shall be an amount equal to the excess of (i) the aggregate amount of all Claims (including all costs and expenses, including any and all fees and such other amounts payable to financial and legal advisors) owing under the DIP Facility, the RBC

Facility, the EDC Facility and the Deerfield Facility payable in the currency stipulated by each such Credit Facility, over (ii) USD\$8,000,000.”

- (c) The following is inserted as Section 2.7 of the Share Purchase Agreement:

“On April 12, 2024, a deferred payment agreement (“**Deferred Payment Agreement**”) between the Buyer, CPL Canada and Deerfield Private Design Fund IV, L.P. and Deerfield Private Design Fund III, L.P. (collectively, **Deerfield**”) was executed by the Buyer, CPL Canada and Deerfield providing for, among other things, the payment by the Buyer to Deerfield of up to USD\$8,000,000 upon the achievement of certain milestones by the Company in accordance with the terms and conditions thereof. An amount of Claims equal to USD\$8,000,000 under the Deerfield Facility will be fully and finally released at the time and as set forth in the Approval and Vesting Order with effect on Closing in consideration for the entering into of the Deferred Payment Agreement.”

- (d) the following is inserted as Section 5.1(k) of the Share Purchase Agreement:

“the Deferred Payment Agreement shall be in force and effect and, unless otherwise consented to by the Buyer, unamended.”

- (e) the following is inserted as Section 5.2(i) of the Share Purchase Agreement:

“the Deferred Payment Agreement shall be in force and effect and, unless otherwise consented to by CPL Canada and Deerfield, unamended.”

- (f) Section 6.2(a) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“operate the Business in the ordinary course in all material respects and use commercially reasonable efforts to: (i) preserve the Business and customer, vendors and employee relationships; (ii) pay the Post Filing Trade Amounts as they become due; (iii) maintain Inventory sufficient for addressing customer demand; and (iv) comply with the disbursement budget under the DIP Facility as of the date hereof (subject to the Permitted Variance, as such term is defined in the DIP Facility), a true and complete copy of which has been provided to the Buyer as of April 11, 2024 (the “**DIP Budget**”).”

- (g) Section 7.1(d) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“The Seller shall use its reasonable best efforts to obtain the Court Orders as soon as practicable. Buyer acknowledges that Court time has been scheduled for April 17, 2024.”

- (h) Schedule G of the Share Purchase Agreement is deleted in its entirety and replaced with Schedule “A” attached hereto.

- (i) Section (f) of Schedule H – Closing Sequence (the sixth step of the Closing Sequence) is deleted in its entirety and replaced with the following:

“Sixth, from the amounts provided by the Buyer referred to in (a) and the Deposit with the interest accrued thereon, if any (which will represent the Closing Consideration):

- (i) the Monitor shall be directed to pay all Claims owing under the DIP Facility,
- (ii) the Monitor shall be directed to pay all Claims owing under the RBC Facility,
- (iii) the Monitor shall be directed to pay all Claims owing under the EDC Facility, and
- (iv) the Monitor shall be directed to pay all Claims owing under the Deerfield Facility, for greater certainty excluding the amount of USD\$8,000,000 which shall be released at the time and as set forth in the Approval and Vesting Order, and all remaining Claims owing under the Deerfield Facility are fully and finally released,

and to the extent such Claims are payable by CPL Canada or Glasshouse Canada, CPL Canada Holdco shall be deemed to have made an equity contribution in such amounts to CPL Canada and Glasshouse Canada, as applicable; and”

2. Customer Condition

Buyer hereby unconditionally and irrevocably waives each of (i) the condition in section 5.1(a) of the Share Purchase Agreement and (ii) the associated termination right in section 8.1(g) of the Share Purchase Agreement. In the event the Customer (as defined in the Deferred Payment Agreement) informs the Company prior to Closing that it will not enter into a Product Addendum (as defined in the Deferred Payment Agreement), such development will not itself constitute a Material Adverse Effect and Buyer shall have no right to terminate the Agreement or claim a failure of any condition to the Closing as the result of such development.

3. Mutatis Mutandis

Subject to the changes and waivers referred to in this Amending Agreement, all other terms and conditions of the Share Purchase Agreement will remain in effect and shall apply *mutatis mutandis* to this Amending Agreement.

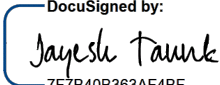
4. Counterparts and Delivery

This Amending Agreement may be executed in one or more counterparts and delivered by facsimile or other electronic transmission, each such counterpart so delivered will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement as of the date first written above.

AIP ELIXIR BUYER INC.

By: 
Name: Jayesh Taunk
Title: Director

**CONTRACT PHARMACEUTICALS
LIMITED**

By: _____
Name:
Title:

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement as of the date first written above.

AIP ELIXIR BUYER INC.

By: _____
Name: Jayesh Taunk
Title: Director

**CONTRACT PHARMACEUTICALS
LIMITED**

By: Jan Sahai
Name: Jan Sahai
Title: Chief Executive Officer

Signed by: Jan Sahai
CEO
Signed Time: Apr 29, 2024 17:22:48 EDT

SCHEDULE “A”

RETAINED CONTRACTS

(see attached)

SCHEDULE G
RETAINED CONTRACTS

Customer Contracts

	Counterparty	AGREEMENT
1.	Medimetriks Pharmaceuticals, Inc. (Acrotech through Medimetriks)	Development Agreement effective as of November 18, 2019.
2.	Actavis Mid-Atlantic LLC and Actavis Laboratories NY, Inc.	Mirror Amended and Restated Manufacturing and Supply Agreement dated July 7, 2016.
3.	Activis Mid-Atlantic LLC, as assignor and Actavis Laboratories NY	Partial Assignment and Assumption to the Actavis Amended and Restated Supply Agreement dated June 29, 2019.
4.	Covis Pharma GmbH	Manufacture and Supply Agreement dated August 15, 2022.
5.	Dr. Reddy's Laboratories, Inc.	Manufacturing and Supply Agreement dated as of June 10, 2020.
6.	Eli Lilly and Company	Master Development and Services Agreement dated April 13, 2015 as amended January 29, 2020, and January 1, 2024.
7.	Eli Lilly and Company	Quotation – [REDACTED] Oral Suspension Characterization Testing dated November 14, 2023.
8.	Endo Ventures Limited	Master Supply Agreement dated as of March 1, 2016.
9.	Novartis Consumer Health Canada Inc (GlaxoSmithKline Consumer Healthcare, Inc.)	Manufacturing and Supply Agreement dated May 13, 2013.
10.	Incyte Biosciences International SARL	Commercial Supply Agreement dated April 28, 2023.
11.	Johnson & Johnson Consumer Inc.	Manufacturing and Supply Agreement dated August 1, 2010.
12.	Johnson & Johnson Consumer Inc.	Extension and Amendment to Johnson & Johnson Manufacturing and Supply Agreement dated December 15, 2013.
13.	Johnson & Johnson Consumer Inc.	Extension and Amendment of Johnson & Johnson Manufacturing and Supply Agreement dated December 14, 2021.
14.	Johnson & Johnson Consumer Inc.	Amendment to the Johnson & Johnson Manufacturing and Supply Agreement, dated January 1, 2021.
15.	Bausch Health Ireland Limited & Maruho. Co LTD	Supply Agreement dated June 29, 2010, as amended on July 1, 2015, November 1, 2021, and January 16, 2023.
16.	OptiNose US, Inc.	Manufacture and Supply Agreement dated August 18, 2017, as amended on February 22, 2021.
17.	Pfizer, Inc.	Master Manufacturing and Supply Agreement dated March 15, 2021 as amended Feb 11, 2022.
18.	Pfizer, Inc.	Product Addendum to the Pfizer Manufacturing and Supply Agreement. Development and Manufacture Agreement dated December 16, 2021, as amended.
19.	Pfizer, Inc.	Master Scientific Services Agreement dated April 13, 2021.
20.	Pfizer, Inc.	Quotation for Toxicology Batches Manufacturing and In-Use Stability Testing of [REDACTED] dated February 6, 2024.
21.	Pfizer, Inc.	Purchase Order dated February 8, 2024
22.	Pfizer, Inc.	Quotation for Manufacturing of [REDACTED] Formulation dated October 24, 2022 - [REDACTED] Change of Scope # 04 to [REDACTED] dated November 30, 2023 Change of Scope # 01 to [REDACTED] dated December 5, 2023 Change of Scope # 03 to [REDACTED] dated December 5, 2023 Change of Scope # 01 to [REDACTED] dated February 29, 2024

23.	Bausch Health Ireland Limited (Formerly Bausch Health Poland; Formerly Valeant Pharma Poland)	Manufacturing and Supply Agreement effective January 1, 2015, as amended October 14, 2015 and October 1, 2019
24.	Principia Biopharma, Inc.	Master Services Agreement dated March 26, 2020
25.	Sun Pharmaceuticals Industries Ltd.	Development and Technology Transfer Agreement dated October 21, 2021.
26.	Sun Pharmaceuticals Industries Ltd.	Manufacturing and Supply Agreement
27.	Upsher-Smith Laboratories, Inc.	Supply Agreement dated May 1, 2012
28.	Mylan Inc	Technology Transfer Agreement dated October 26, 2022
29.	WinSanTor, Inc.	Master Agreement for Services dated February 24, 2022
30.	Almirall LLC	Supply Agreement
31.	Botanix SB, Inc.	Master and Supply Agreement.
32.	Xequel Bio	Quotation – Formulation and Process Development Studies of [REDACTED] dated July 13, 2023.
33.	Apotex Inc.	Technical Transfer, Manufacturing & Supply Agreement dated September 5, 2013.
34.	Pharma Pharmaceuticals Industries	Manufacture and Supply Agreement dated February 21, 2023.
35.	Principia Biopharma Inc.(Sanofi)	Work Order dated May 15, 2023.
36.	Principia Biopharma Inc.(Sanofi)	Work Order dated May 31, 2023.
37.	Averitas Pharma, Inc.	Manufacturing and Supply Agreement dated January 2, 2023.
38.	DermBiont, Inc.	Quotation - Formulation and Analytical Development of [REDACTED] dated February 02, 2024.
39.	DermBiont, Inc	Quotation - Tech Transfer, Clinical Batch Manufacturing, and Stability Studies of [REDACTED] dated November 09, 2023.
40.	DermBiont, Inc	Change of Scope # 01 to [REDACTED] Tech Transfer, Clinical Batch Manufacturing, and Stability Studies of [REDACTED].
41.	VeraDermics	Quotation – GMP Active and Vehicle Batch Manufacturing and Stability Testing of [REDACTED] dated December 12, 2023.
42.	Pharma Pharmaceuticals Industries	Quotation – Technology Transfer of [REDACTED] dated May 18, 2023.
43.	Pharma Pharmaceuticals Industries	Quotation – Technology Transfer of [REDACTED] dated May 20, 2023.
44.	Paladin Labs Inc.	Product Supply Scope No.4 dated July 2, 2021.
45.	Paladin Labs Inc	Product Supply Scope No.5 dated March 7, 2023.
46.	Auxilius Pharma Sp. z o.o.	Quotation – Development and Manufacturing of Registration Batches for [REDACTED] dated September 24, 2021
47.	Dr. Reddy's Laboratories EU Limited	Development, Manufacturing and Commercial Supply Agreement dated as of October 6, 2014, as amended July 12, 2017.
48.	Endo Ventures Limited	Product Supply Scope No. 1 dated July 2, 2016, as amended May 10, 2018, January 1, 2022 and January 1, 2024.
49.	Endo Ventures Limited	Product Supply Scope No.2 dated July 2, 2016.
50.	Endo Ventures Limited	Product Supply Scope No.3 dated July 2, 2016.
51.	Johnson & Johnson Consumer Inc.	Partner Savings Agreement dated October 13, 2016.
52.	Johnson & Johnson Consumer Inc.	Master Supply Agreement dated August 1, 2020, as amended on January 7, 2021.
53.	Upsher-Smith Laboratories, Inc.	Letter Agreement dated January 17, 2014.
54.	Summit Pharmaceuticals International Corporation	Supply Agreement dated August 23, 2017.
55.	Incyte Biosciences International SARL	Development Manufacturing and Supply Agreement dated February 1, 2022.
56.	Medimetriks Pharmaceuticals, Inc.	Transfer Letter dated January 7, 2022.
57.	Medimetriks Pharmaceuticals, Inc.	Master Supply Agreement dated December 3, 2019.

58.	Valeant Pharmaceuticals North America, Maruho Co., Ltd.	Supply Agreement dated September 24, 2020.
59.	Valeant Pharmaceuticals North America, Maruho Co., Ltd.	Amendment to the Supply Agreement dated September 24, 2020.
60.	Allergan Sales	Amendment to the Mirror Amended and Restated Manufacturing and Supply Agreement dated November 16, 2017.
61.	Allergan Sales	Pricing to the Mirror Amended and Restated Manufacturing and Supply Agreement dated December 7, 2023.
62.	Pfizer, Inc.	Change of Scope #3 to [REDACTED], Pfizer Development Agreement, dated November 30, 2023.
63.	Valeant sp. z.o.o. s.p.j.	Manufacture and Supply Agreement dated October 14, 2015.
64.	Botanix SB, Inc.	Validation Activities and Manufacturing of Validation batches of [REDACTED] Agreement between dated August 22, 2023.
65.	Valeant Pharmaceuticals North America, Maruho Co., Ltd	Supply Agreement dated February 1, 2011, as amended.
66.	Valeant sp. z.o.o. s.p.j. and Bausch Health Ireland Limited	Assignment and Amendment Agreement to the Manufacture and Supply Agreement dated November 28, 2019.
67.	Valeant sp. z.o.o. s.p.j. and Bausch Health Ireland Limited	Amendment to the Manufacture and Supply Agreement dated February 26, 2024.
68.	Actavis Mid Atlantic LLC	Amended and Restated Supply Agreement dated June 29, 2012.
69.	Actavis Mid Atlantic LLC	Amendment to the Amended and Restated Supply Agreement dated January 29, 2015.
70.	VeraDermics	Analytical Method Validation, Non-GMP Manufacturing and Testing of [REDACTED] Agreement dated April 19, 2023.
71.	Novartis Consumer Health Canada Inc	First Amendment to the Manufacturing and Supply Agreement dated May 28, 2014.
72.	Novartis Consumer Health Canada Inc	Second Amendment to the Manufacturing and Supply Agreement dated January 1, 2015.
73.	Novartis Consumer Health Canada Inc	Third Amendment to the Manufacturing and Supply Agreement dated January 18, 2016.
74.	Novartis Consumer Health Canada Inc	Fourth Amendment to the Manufacturing and Supply Agreement dated June 21, 2016.
75.	Novartis Consumer Health Canada Inc	Fifth Amendment to the Manufacturing and Supply Agreement dated February 9, 2018.
76.	Novartis Consumer Health Canada Inc	Sixth Amendment to the Manufacturing and Supply Agreement dated June 24, 2020.
77.	Novartis Consumer Health Canada Inc	Seventh Amendment to the Manufacturing and Supply Agreement dated December 16, 2020.
78.	Novartis Consumer Health Canada Inc	Eighth Amendment to the Manufacturing and Supply Agreement dated April 25, 2023.
79.	Novartis Consumer Health Canada Inc	Ninth Amendment to the Manufacturing and Supply Agreement dated June 5, 2023.
80.	Novartis Consumer Health Canada Inc	Tenth Amendment to the Manufacturing and Supply Agreement dated August 11, 2023.
81.	Pfizer, Inc.	Quotation for the Development and Manufacture of [REDACTED] dated December 16, 2021.

Real Estate Leases

	Counterparty	AGREEMENT
1.	Dundee Danbro Holdings Limited	<p>Lease dated April 7, 1999, respecting the property bearing municipal address 7600 Danbro Crescent, Mississauga, Ontario</p> <p>Lease Amending Agreement between GE Canada Real Estate Equity Holding Company and CPL Canada dated March 5, 2012</p> <p>Letter of succession and Notice of Direction from Piret (Mississauga) Holdings Inc., ("Piret") to CPL Canada dated May 15, 2013</p>

	Counterparty	AGREEMENT
		Lease Amending Agreement between Piret and CPL Canada dated October 25, 2023
2.	Laurel Lynn investment Limited, Ben-Ted Construction Limited	Lease dated October 8, 2012, respecting the property bearing municipal address 2145 Meadowpine Boulevard, Mississauga, Ontario Lease between GTA W21 Inc. ("GTA") and CPL Canada dated September 12, 2023

Supply Chain Contracts

	Counterparty	AGREEMENT
1.	RPR Environmental Inc.	Environmental Compliance & Administrative Agency Appointment Agreement January 1, 2024 – December 31, 2024.
2.	Greenfield Global Inc.	Purchase Agreement dated November 21, 2023.

HR Vendor Contracts

	Counterparty	AGREEMENT
1.	ADP Canada Co.	Global Masters Services Agreement dated June 6, 2023.
2.	Great-West Canada Life Assurance Company	Life Insurance Group Policy No. 153144 Health and Dental Benefits Plan no. 56702
3.	Canadian Linen & Uniform Service	Rental Service Agreement dated July 28, 2011.
4.	Just Checking Resources Inc.	Service Level Agreement dated January 7, 2019.
5.	Prospect Strategies Ltd.	Strategic Corporate and Executive Communications Support 2024 dated October 10, 2023.
6.	Randstad Interim Inc.	Placement Agreement dated November 15, 2023.
7.	Ceridian Canada Ltd.	Master Services Agreement dated December 27, 2014.
8.	HR Strategies Consulting Inc.	Renewal Contract No. 123-R2 dated December 12, 2023.
9.	LinkedIn Corporation	Order form for Recruiter Corporate and Job Slot dated July 28, 2023.

Service, Operations, Equipment and Maintenance Contracts

	Counterparty	AGREEMENT
1.	Labthink International, Inc.	Quotation for lab testing equipment dated March 3, 2022.
2.	Labthink International, Inc.	Purchase order for lab testing equipment dated April 19, 2022.
3.	Naylor Building Partnerships Inc.	Addendum to the CM4 agreement dated January 12, 2023.
4.	Naylor Building Partnerships Inc.	Addendum to the CM4 agreement dated May 1, 2023.
5.	Dara Pharmaceutical Equipment	Proposal for the Preventative Maintenance and Support Contract of CPL's Dara Machine dated March 21, 2023.
6.	Network Janitorial Services Inc.	Service Agreement dated November 4, 2014.
7.	Waste Management of Canada Corporation	Waste & Recycling Rental Agreement dated February 15, 2019.
8.	Ronnie's Generator Service Ltd.	Preventative Maintenance Renewal Agreement for the generator equipment at Meadowpine.
9.	Ronnie's Generator Service Ltd.	Preventative Maintenance Renewal Agreement for the generator equipment at Danbro Crescent.
10.	Clayton Sales & Service Ltd.	Preventative Maintenance Agreement dated March 2024.
11.	TraceLink, Inc.	Enterprise Agreement dated November 23, 2016, as amended on April 15, 2019.
12.	TraceLink, Inc.	Enterprise Agreement dated November 23, 2016 as amended on June 14, 2019, November 18, 2020, November 24, 2020 and August 31, 2021.

	Counterparty	AGREEMENT
13.	OPTEL Vision Inc.	Sale Proposal 36847 and order for 24/7 technical support covering 4 OPTEL lines.
14.	ALPHA-1 Laboratory Solutions Inc.	Service Agreement renewal quotation for the PDS instruments at Danbro dated September 7, 2023.
15.	ALPHA-1 Laboratory Solutions Inc.	Service Agreement renewal quotation dated June 15, 2023.
16.	ALPHA-1 Laboratory Solutions Inc.	Service Agreement quotation dated February 23, 2024.
17.	Marsh Instrumentation Ltd.	Purchase order D 165987 dated December 20, 2023.
18.	Fisher Scientific	Purchase order dated January 25, 2023.
19.	Pegram Technologies, Inc.	Quotation for PAT700 Calibrations for CPL dated January 16, 2024.
20.	AsepSys Inc.	Quotation for Semi-Annual and Calibration Service Agreement dated August 3, 2023.
21.	Iron Mountain Canada Operations ULC D/B/A Iron Mountain Canada	Customer Agreement dated November 1, 2018.
22.	Sonitrol Verified Electronic Security	Commercial Security System Agreement dated March 21, 2019.
23.	SQA Services, Inc.	Agreement and Statement of Work – Managed Audit Services dated February 14, 2019.
24.	Avalanche Property Services	Proposal and Contract for snow removal services dated September 12, 2023.

Information Technology Contracts

	Counterparty	AGREEMENT
1.	ActZero, Inc.	Managed Services Agreement dated May 6, 2023.
2.	Qnovate Solutions Inc.	Master Services Agreement dated June 3, 2021. Work Order #01 issued under Master Services Agreement dated June 3, 2021. Work Order #02 issued under Master Services Agreement dated June 3, 2021.
3.	Bell Canada	Master Communications Agreement (Retail) (Agreement #1-13127437674-MA). Business Internet Dedicated (BID) Service Schedule (Agreement #1-13127437674-5). Internet Protocol Virtual Private Network (IP VPN) Service (Agreement #1-13127437674-7). SIP Trunking Service Schedule to Master Communications Agreement (Agreement #1-13127437674-6).
4.	Bell Mobility Inc.	Bell Mobility Services Agreement dates December 11, 2023.
5.	Docucomm Business Systems Inc. (Assigned to De Lage Laden Financial Services Canada Inc.)	Copier Lease Agreement dated February 1, 2023.
6.	Docucomm Business Systems Inc. (Assigned to De Lage Laden Financial Services Canada Inc.)	Copier Lease Agreement dated July 1, 2023.
7.	Docucomm Business Systems Inc. (Assigned to De Lage Laden Financial Services Canada Inc.)	Copier Lease Agreement dated September 1, 2023
8.	Waters Limited	Quotation #23462054 re: service plan. Purchase Order (#257151751) for contract period of March 7, 2023 to March 6 2024.

	Counterparty	AGREEMENT
9.	Freshworks Inc.	Service Order Form re: Subscription term beginning October 31, 2023.
10.	Microsoft Canada Inc.	Amendment to Contract Documents (Amendment ID M364) – Enterprise Subscription Enrollment Program Signature Form (Agreement # E5151863)
11.	Rogers Communications Canada Inc.	Master Enterprise Customer Agreement effective November 30, 2021.
12.	6362222 Canada Inc. (doing business as, The Createch Group)	Software Maintenance Agreement SAP Business Solutions dated December 14, 2017.
13.	Sparta Systems, Inc.	Purchase Order dated November 22, 2022.
14.	Sparta Systems, Inc.	TrackWise – License Agreement.

1411-1989-0443

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

Court File No. CV-23-0071101-00CL

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

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

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

(the “**Applicants**”)

MONITOR’S CERTIFICATE

A. Pursuant to the Amended and Restated Initial Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), dated December 22, 2023, the Applicants were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and KSV Restructuring Inc. was appointed as the monitor of the Applicants (in such capacity, the “**Monitor**”).

B. Pursuant to the Approval and Reverse Vesting Order of the Court dated April 17, 2024 (the “**Approval and Reverse Vesting Order**”), the Court approved 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 (the “**Seller**”), and AIP Elixir Buyer Inc., as buyer (the “**Buyer**”) dated as of March 30, 2024.

C. The Approval and Reverse Vesting Order contemplates that the Transaction will be implemented and certain relief set out in the Approval and Reverse Vesting Order will become effective upon delivery of this Monitor’s Certificate by the Monitor to the Applicants and the Buyer.

D. Capitalized terms used but not defined herein have the meanings ascribed to them in the Approval and Reverse Vesting Order or the Agreement.

THE MONITOR HEREBY CERTIFIES the following:

1. The Monitor has received written confirmation from the Seller, in form and substance satisfactory to the Monitor, that it has received the Share Purchase Price.
2. The Buyer has paid to the Monitor the Closing Consideration, the Administrative Expense Reserve and the Terminated Employee Fund amount in accordance with the Agreement.
3. The Monitor has received written confirmation from the Buyer and the Seller, in form and substance satisfactory to the Monitor, that all conditions to Closing set forth in the Agreement have been satisfied or waived, as applicable, by the Buyer and the Seller.

This Monitor's Certificate was delivered by the Monitor at Toronto on _____, 2024.



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

Per: _____
Name:
Title:


SCHEDULE "C"
IP ENCUMBRANCES TO BE DELETED

TRADEMARKS

Canada

No.	Trademark	Status	Security Interest	Owner Name
1	CPL & DESIGN 	Registered App 1394933 App 09-MAY-2008 Reg TMA749645 Reg 07-OCT-2009	Security Agreement Placed on File: 15 mars/Mar 2019: Deerfield Private Design Fund IV, L.P., as Collateral Agent	Contract Pharmaceuticals Limited
2	CPL & DESIGN 	Registered App 1136277 App 03-APR-2002 Reg TMA600800 Reg 28-JAN-2004	Security Agreement Placed on File: 16 nov/Nov 2005: The Toronto- Dominion Bank and The Toronto- Dominion Bank, New York Branch Security Agreement Placed on File: 01 avr/Apr 2019: Deerfield Private Design Fund IV, L.P., as Collateral Agent	CONTRACT PHARMACEUTIC ALS LIMITED a Delaware Corporation
3	PLASTIBASE	Registered App 228551 App 20-JAN-1955 Reg TMA102356 Reg 13-JAN-1956	Security Agreement Placed on File: 01 avr/Apr 2019: Deerfield Private Design Fund IV, L.P., as Collateral Agent	GLASSHOUSE PHARMACEUTIC ALS LIMITED CANADA

United States

No.	Trademark	Status	Security Interest	Owner Name
4	CPL 	Registered App 77487390 App 30-MAY-2008 Reg 3762102 Reg 23-MAR-2010	Security Agreement Placed on File: 07 Dec 2018: Deerfield Private Design Fund IV, L.P., as Collateral Agent	CONTRACT PHARMACEUTIC ALS LIMITED (Canada)

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
	APPROVAL AND REVERSE VESTING ORDER
	GOODMANS LLP Barristers & Solicitors 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
	Christopher Armstrong (LSO# 55148B) carmstrong@goodmans.ca Erik Axell (LSO# 85345O) eaxell@goodmans.ca Jennifer Linde (LSO# 86996A) jlinde@goodmans.ca Tel: (416) 979-2211 Fax: (416) 979-1234 Lawyers for the Applicants