PATHEON INC
Form PREM14A
December 05, 2013
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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of the

Securities Exchange Act of 1934

Filed by the Registrant x Filed by a Party other than the Registrant ¨

Check the appropriate box:

x Preliminary Proxy Statement
¨ **Confidential, For Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
¨ Definitive Proxy Statement
¨ Definitive Additional Materials
¨ Soliciting Material Pursuant to §240.14a-12

PATHEON INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

¨ No fee required.

x Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

Restricted voting shares, without par value, of Patheon Inc. (the Restricted Voting Shares)

(2) Aggregate number of securities to which transaction applies:

140,936,525 Restricted Voting Shares outstanding and options to purchase 11,011,225 Restricted Voting Shares with exercise prices at or below US$9.32.

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

US$9.32 (per share consideration set forth in the arrangement agreement).

(4) Proposed maximum aggregate value of transaction:

US$1,386,374,772 (excludes US$29,778,258 representing the aggregate exercise price of the options included in the aggregate number of securities)

(5) Total fee paid:

US$178,565.08

¨ Fee paid previously with preliminary materials.

¨ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.

(3) Filing Party:

(4) Date Filed:

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PRELIMINARY COPY

Patheon Inc.

4721 Emperor Boulevard, Suite 200

Durham, NC 27703

919-226-3200

[ ] [ ], 2014

RESOLUTION PROPOSED YOUR VOTE IS IMPORTANT

Dear shareholder:

You are cordially invited to attend a special meeting (the Meeting) of the holders of restricted voting shares (Restricted Voting Shares) of Patheon Inc. (Patheon) which will be held at , Toronto, Ontario, on , 2014, at [(Eastern time).

At the Meeting, we will ask you to consider, pursuant to an interim order of the Ontario Superior Court of Justice (Commercial List) dated [ ], 2014 (the Interim Order), and, if determined advisable, to pass a special resolution (the Arrangement Resolution), the full text of which is set out in Annex G to the accompanying proxy statement and management information circular (the Proxy Statement), authorizing, adopting and approving, with or without variation, a statutory plan of arrangement pursuant to Section 192 of the *Canada Business Corporations Act* (the CBCA). The plan of arrangement involves, among other things, the acquisition by JLL/Delta Patheon Holdings, L.P. (the Purchaser) or its permitted assignee of all the Restricted Voting Shares issued and outstanding of Patheon directly or indirectly, all as more particularly described in the Proxy Statement (the Arrangement). If our shareholders approve the Arrangement Resolution and the Arrangement is completed, Patheon will become a direct or indirect wholly-owned subsidiary of the Purchaser, and you will be entitled to receive US$9.32 in cash, without interest and less any applicable withholding taxes, for each Restricted Voting Share that you own (unless you have properly exercised your dissent rights with respect to the Arrangement).

On the unanimous recommendation of the independent committee (the Independent Committee) of our board of directors (the Board), the Board concluded that the Arrangement is in the best interests of Patheon and is fair to our unaffiliated shareholders. The Board recommends that the unaffiliated Shareholders vote FOR the Arrangement Resolution.

The Proxy Statement provides a detailed description of the matters to be addressed at the Meeting, including the Arrangement. We urge you to read these materials carefully. **Your vote is very important.** We are seeking approval of the Arrangement Resolution by the affirmative vote of (a) at least 66 ⅔% of the votes cast by the holders of Restricted Voting Shares, present in person or represented by proxy at the Meeting and (b) a majority of the votes cast by holders of Restricted Voting Shares present in person or represented by proxy at the Meeting, other than those holders of Restricted Voting Shares excluded pursuant to Section 8.1(2) of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions.*

Whether or not you are able to attend the Meeting in person, please complete, sign and date the enclosed form of proxy and return it in the envelope provided as soon as possible, or submit your proxy by telephone at 1-866-732-VOTE or by Internet voting at www.investorvote.com.

Patheon has engaged Georgeson Shareholder Communications Canada (Georgeson) as its proxy solicitation agent with respect to the Arrangement. If you have any questions, you should contact Georgeson in North America toll free at 1-866-656-4121 or internationally by dialing 781-575-2182 collect, or by email at askus@georgeson.com.

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Thank you for your cooperation and your continued support of Patheon.

Sincerely,

Derek Watchorn

Chair of the Independent Committee

This Proxy Statement is dated [ ], 2014 and is first being mailed to shareholders on or about [ ], 2014.

No securities regulatory authority (including any Canadian provincial or territorial securities regulatory authority, the United States Securities and Exchange Commission, any state securities commission or any other securities regulatory authority), has approved or disapproved the Arrangement, passed upon the merits or fairness of the Arrangement or passed upon the adequacy or accuracy of the information contained in this document. Any representation to the contrary is a criminal offense.

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Patheon Inc.

2100 Syntex Court

Mississauga, Ontario L5N 7K9

Canada

(905) 812-2125

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

To Be Held On [ ] [ ], 2014

To the holders of restricted voting shares of Patheon Inc.:

Notice is hereby given of a special meeting (the Meeting) of the holders of the restricted voting shares (Restricted Voting Shares) of Patheon Inc. (Patheon) at , Toronto, Ontario, Canada, on , 2014, at (Eastern time), for the following purposes:

1. to consider, pursuant to an interim order of the Ontario Superior Court of Justice (Commercial List) (the Court) dated (the Interim Order), and, if determined advisable, to pass a special resolution (the Arrangement Resolution), the full text of which is set out in Annex G to the accompanying proxy statement and management information circular (the Proxy Statement), authorizing, adopting and approving, with or without variation, a statutory plan of arrangement (the Plan of Arrangement) pursuant to Section 192 of the *Canada Business Corporations Act* (the CBCA) involving, among other things, the acquisition by JLL/Delta Patheon Holdings, L.P. (the Purchaser) or its permitted assignee of all the Restricted Voting Shares in the capital of Patheon directly or indirectly for US$9.32 in cash per Restricted Voting Share, all as more particularly described in the Proxy Statement (the Arrangement); and

2. to transact such other business as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

The Proxy Statement provides additional information relating to the matters to be addressed at the Meeting, including the Arrangement. The Proxy Statement, a form of proxy and a Letter of Transmittal accompany this Notice of Meeting.

Only holders of record of Restricted Voting Shares as of the close of business on , 2014 are entitled to notice of, and to vote at, the Meeting and any adjournment(s) or postponement(s) thereof. We are seeking approval of the Arrangement Resolution by the affirmative vote of (a) at least 66 ⅔% of the votes cast by the holders of Restricted Voting Shares present in person or represented by proxy at the Meeting and (b) a majority of the votes cast by holders of Restricted Voting Shares present in person or represented by proxy at the Meeting, other than those holders of

Restricted Voting Share excluded pursuant to Section 8.1(2) of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*.

Registered shareholders who are unable to attend the Meeting in person are requested to complete, date, sign and return (in the envelope provided for that purpose) the accompanying form of proxy for use at the Meeting. To be used at the Meeting, proxies must be received by Patheon s registrar and transfer agent, Computershare Investor Services, at 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, or by telephone at 1-866-732-VOTE or by Internet voting at www.investorvote.com, before 5:00 p.m. (Eastern time) on , 2014 or, in the case of an adjournment or postponement of the Meeting, no later than 5:00p.m. (Eastern time) on the second business day before the date that any adjourned or postponed Meeting is reconvened or held, as the case may be. Late proxies may be accepted or rejected by the chairperson of the Meeting in his or her discretion, and the chairperson is under no obligation to accept or reject any particular late proxy.

The Patheon Board of Directors recommends that unaffiliated shareholders vote FOR the Arrangement Resolution.

Registered shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement Resolution becomes effective, to be paid the fair value of their Restricted Voting Shares in

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accordance with the provisions of Section 190 of the CBCA, except as the procedures of that Section are varied by the Interim Order, the Final Order and the Plan of Arrangement. This right is described under the heading *Dissent Rights* in the Proxy Statement. Failure to strictly comply with the dissent procedures described in the Proxy Statement may result in the loss or unavailability of the right to dissent. If you are a beneficial owner of Restricted Voting Shares registered in the name of a broker or other intermediary and wish to dissent, you should be aware that **ONLY REGISTERED HOLDERS OF RESTRICTED VOTING SHARES ARE ENTITLED TO EXERCISE RIGHTS OF DISSENT.** If you are not a registered shareholder and wish to dissent, you should contact your broker or other intermediary immediately to make arrangements in order that your dissent rights may be exercised.

A shareholder may examine the list of shareholders entitled to vote at the Meeting during usual business hours at our registered office located at 2100 Syntex Court, Mississauga, Ontario L5N 7K9 or the offices of Computershare Investor Services located at 9th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 and at the Meeting.

By Order of the Board of Directors,

[ ]

Secretary

[ ]

[ ], 2014

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INFORMATION CONTAINED IN THIS PROXY STATEMENT AND MANAGEMENT INFORMATION CIRCULAR

The information contained in this proxy statement and management information circular (this Proxy Statement), unless otherwise indicated, is given as of [ ], 2014.

No person is authorized by Patheon Inc. (Patheon), the Purchaser or any other person to give any information (including any representations) in connection with the matters to be considered at the Meeting (as defined below) other than the information contained in this Proxy Statement. This Proxy Statement does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or a solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or is unlawful.

Information contained in this Proxy Statement should not be construed as legal, tax or financial advice, and holders of restricted voting shares of Patheon (Restricted Voting Shares) should consult their own professional advisors concerning the consequences of the Arrangement (as defined below) in their own circumstances.

CURRENCY AND EXCHANGE RATES

All amounts in this Proxy Statement are expressed in the currency expressly indicated in such instance. The rate of exchange between the Canadian dollar and the US dollar based on the daily noon exchange rate of the Bank of Canada on November 18, 2013, the date prior to the announcement of the execution of the Arrangement Agreement, was approximately CDN$1.043 per US$1.00.

NOTICES TO SHAREHOLDERS IN CANADA

This Proxy Statement is subject to the requirements of Section 14(a) of the United States Securities Exchange Act of 1934, as amended (the Exchange Act) as well as applicable Canadian corporate and securities laws. Accordingly, this Proxy Statement has been prepared in accordance with disclosure requirements in effect in the United States and in Canada.

Financial statements and other financial information referred to in this Proxy Statement have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP). Shareholders who are resident in Canada should be aware that U.S. GAAP is different from International Financial Reporting Standards generally applicable to Canadian-incorporated companies.

NOTICES TO OTHER SHAREHOLDERS OUTSIDE OF CANADA

Patheon is a corporation incorporated under the laws of Canada. The solicitation of proxies and the transactions contemplated in this Proxy Statement involve securities of a Canadian corporation and are being effected in accordance with Canadian corporate law and Canadian and U.S. securities laws. Patheon has prepared this Proxy Statement in accordance with the disclosure requirements of Canada and of the United States and the Arrangement is to be carried out in accordance with the applicable laws of Canada.

Holders of Restricted Voting Shares (Shareholders) who are not residents of Canada should be aware that the disposition of Restricted Voting Shares pursuant to the Arrangement may have tax consequences both in Canada and in the jurisdiction in which they are resident (including the United States) which may not be described fully herein. The tax treatment of such Shareholders pursuant to the Arrangement is dependent on their individual circumstances and the tax jurisdiction applicable to such Shareholders. It is recommended that Shareholders consult their own tax

advisors in this regard.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING INFORMATION AND RISKS

This Proxy Statement, and the documents incorporated into this Proxy Statement by reference, contain forward-looking information within the meaning of the applicable Canadian securities laws that are based on expectations, estimates and projections as at the date of this Proxy Statement or the dates of the documents incorporated by reference, as applicable. This forward-looking information includes (but is not limited to) statements and information concerning: the Arrangement; the intentions, plans and future actions of JLL/Delta Patheon Holdings, L.P. (the Purchaser) or its permitted assignee and Patheon; the timing for the implementation of the Arrangement and the potential benefits of the Arrangement; the likelihood of the Arrangement being completed; principal steps of the Arrangement; statements made in, and based upon, the Fairness Opinion of RBC (as defined below), the Fairness Opinion of BMO Capital Markets (as defined below) and the Formal Valuation of BMO Capital Markets (as defined below); statements relating to the business and future activities of the Purchaser and Patheon after the date of this Proxy Statement and prior to, and after, the Effective Time (as defined in the Plan of Arrangement (as defined below)); Shareholder approval and Ontario Superior Court of Justice (Commercial List) (the Court) approval of the Arrangement; regulatory approvals of the Arrangement; and other statements that are not historical facts.

Any statements that involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions, future events or performance (often but not always using phrases such as expects, or does not expect, is expected, anticipates or does not anticipate, plans, budget, scheduled, forecasts, estimates, intends or variations of such words and phrases or stating that certain actions, events or results may or could, would, might or will be taken to occur or be achieved) are not statements of historical fact and may be forward-looking information and are intended to identify forward-looking information.

This forward-looking information is based on the beliefs of Patheon s management and, with respect to the Purchaser or Patheon following the Effective Time, the management of the Purchaser, as well as on assumptions and other factors which such management believes to be reasonable based on information available at the time such statements were made. Such assumptions include, among other things, the satisfaction of the terms and conditions of the Arrangement, including the approval of the Arrangement and its fairness by the Court, and the receipt of the Key Regulatory Approvals (as defined below).

By its nature, forward-looking information is based on assumptions and involves known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Patheon or the Purchaser to be materially different from any future results, performance or achievements expressed or implied by the forward-looking information. Forward-looking information is subject to a variety of risks, uncertainties and other factors which could cause actual events or results to differ from those expressed or implied by the forward-looking information, including, without limitation: the Arrangement Agreement (as defined below) may be terminated in certain circumstances; general business, economic, competitive, political, regulatory and social uncertainties; risks related to factors beyond the control of the Purchaser or Patheon; regulatory requirements; risks related to certain directors and executive officers of Patheon having interests in the Arrangement that are different from other Shareholders; risks relating to the fact that the Arrangement Agreement contains provisions that could discourage a competing acquirer of Patheon; a risk that more than 66 ⅔% of the votes cast by holders of Restricted Voting Shares are not cast in favor of approving the Arrangement Resolution (as defined below); risk that the Majority-of-the-Minority Vote (as defined below) is not obtained; and risks that other conditions to the consummation of the Arrangement are not satisfied.

This list is not exhaustive of the factors that may affect any forward-looking information. Forward-looking information is about the future and inherently uncertain. There can be no assurance that the forward-looking information will prove to be accurate. Actual results could differ materially from those reflected in the

forward-looking information as a result of, among other things, the matters set out or incorporated by reference in this Proxy Statement generally and economic and business factors, some of which may be beyond the control of Patheon. Some of the more important risks and uncertainties that could affect forward-looking information are

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described further under the heading *Risks Associated with the Arrangement*. Forward-looking statements are provided to assist external stakeholders in understanding our expectations and plans relating to the future as of the date of this Proxy Statement and may not be appropriate for other purposes. Patheon and the Purchaser expressly disclaim any intention or obligation to update or revise any information contained in this Proxy Statement (including forward-looking information) except as required by applicable laws, and Shareholders should not place undue reliance on forward-looking information.

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SUMMARY TERM SHEET

This Summary Term Sheet highlights material information contained in this Proxy Statement, but may not contain all of the information that may be important to you. Accordingly, we urge you to read carefully this entire Proxy Statement, including its annexes and the documents referred to or incorporated by reference in this Proxy Statement. We have included page references parenthetically to direct you to a more complete description of the topics in this summary.

In this Proxy Statement, the terms we, us, our, our Company, the Company and Patheon refer to Patheon Inc.

Parties to the Arrangement Agreement

Patheon Inc.

4721 Emperor Boulevard, Suite 200

Durham, NC 27703

919-226-3200

www.patheon.com

We are a leading provider of commercial manufacturing outsourcing services (CMO) and outsourced pharmaceutical development services (PDS) to the global pharmaceutical industry. We believe we are the world s third-largest CMO provider and the world s largest PDS provider based on calendar year 2011 revenues provided by PharmSource, a provider of pharmaceutical outsourcing business information. We offer a wide range of services throughout the lifecycle of a pharmaceutical molecule, from early development, through late development to commercial manufacturing, including lifecycle management services. During the fiscal year ended October 31, 2013 (Fiscal 2013), we provided services to approximately 533 customers throughout the world, including 19 of the world s 20 largest pharmaceutical companies, eight of the world s 10 largest biotechnology companies and eight of the world s 10 largest specialty pharmaceutical companies. In Fiscal 2013, we manufactured 12 of the top 100 selling drug compounds in the world based on revenues for the products reported by Evaluate Pharma, a provider of pharmaceutical industry data, and our products were distributed in approximately 60 countries. We are also currently developing 12 of the top 100 development stage drugs in the world on behalf of our customers based on potential revenues for the products reported by Evaluate Pharma.

Patheon is incorporated under the *Canada Business Corporations Act* (the CBCA) and its registered office is located at 2100 Syntex Court, Mississauga, Ontario L5N 7K9.

JLL/Delta Patheon Holdings, L.P.

c/o JLL Partners, Inc.

450 Lexington Avenue, 31st Floor

New York, New York, 10017

The Purchaser is a newly formed exempted limited partnership organized under the laws of the Cayman Islands. The Purchaser was formed for the purpose of entering into the arrangement agreement (the Arrangement Agreement) between the Company and the Purchaser, dated November 18, 2013 attached as Annex C to this Proxy Statement, which provides for a plan of arrangement (the Plan of Arrangement) that is attached as Schedule A to the Arrangement Agreement, and the contribution agreement, dated November 18, 2013 (the Contribution Agreement) among the Purchaser, JLL Patheon Co-Investment Fund, L.P. (JLL Holdco) and Koninklijke DSM N.V., a Dutch-based multinational life sciences and materials sciences company (DSM) (as described in *Special Factors Contribution Agreement* beginning on page [ ] below) and consummating the transactions contemplated by the Arrangement Agreement and the Contribution Agreement. The Purchaser is controlled by JLL/Delta Patheon GP, Ltd., an exempted company incorporated in the Cayman Islands with

limited liability that is controlled by DSM and JLL Holdco pursuant to an interim shareholders agreement (as described in *Special Factors Plans for Patheon After the Arrangement* JLL/DSM *Pre-Closing Reorganization* beginning on page [ ] below). The Purchaser has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the Arrangement Agreement and the Contribution Agreement.

Pursuant to the Arrangement Agreement and the Plan of Arrangement, the Purchaser will assign all of its rights under the Arrangement Agreement to, and all or part of its obligations under the Arrangement Agreement will be assumed by, a direct or indirect subsidiary of the Purchaser incorporated under the laws of Canada that is a resident of Canada for the purposes of the *Income Tax Act (Canada)* (Canco). When such assignment and/or assumption takes place, the Purchaser shall continue to be liable jointly and severally with Canco for all of its obligations under the Arrangement Agreement. Canco will be incorporated prior to the filing of the notice of application for the Interim Order (as defined below).

We refer to the Purchaser, JLL Patheon Holdings, Coöperatief U.A. (JLL CoOp), JLL Patheon Holdings, LLC (JLL LLC 1), JLL Partners Fund V (Patheon), L.P. (JLL Fund V), JLL Associates V (Patheon), L.P., JLL Associates G.P. V (Patheon), Ltd. (JLL Limited), JLL/Delta Patheon GP, Ltd., JLL Holdco, JLL Partners Fund VI, L.P. (JLL Fund VI), JLL Partners Fund V, L.P., JLL Partners Fund VI (Patheon), L.P. and JLL Partners Fund V (New Patheon), L.P. as the JLL Parties in this Proxy Statement. The JLL Parties are associated with JLL Partners, Inc., a private equity firm based in New York, NY.

See *Information Concerning the JLL Parties the Management Parties and DSM Business and Background* beginning on page [ ].

The Meeting

(See *General Proxy Information* beginning on page [ ] below).

A special meeting of the Shareholders (the Meeting) will be held at the [, , Toronto, Ontario, Canada,], on [ ], 2014 commencing at [ ]:00 [ ].m. (Eastern time).

Record Date

See General Proxy Information Record Date beginning on page [ ] below.

Only Shareholders of record at the close of business on [ ], 2014 (the Record Date) will be entitled to receive notice of and to vote at the Meeting, or any adjournment(s) or postponement(s) thereof.

Purpose of the Meeting

The purpose of the Meeting is to consider, pursuant to an interim order of the Court dated [ ] (the Interim Order), and, if determined advisable, to pass, with or without amendments, a special resolution (the Arrangement Resolution), the full text of which is set out in Annex G to this Proxy Statement, to approve a statutory plan of arrangement under Section 190 of the CBCA, involving, among other things the acquisition by the Purchaser of all the Restricted Voting Shares not already owned by the JLL Parties (the Arrangement) pursuant to the Arrangement Agreement and the Plan of Arrangement.

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Required Vote

Pursuant to the CBCA, the Interim Order and Multilateral Instrument 61-101 *Protection of Minority Shareholders in Special Transactions* of the Ontario Securities Commission and the Autorité des marchés financiers (Québec) (MI 61-101), the Arrangement Resolution requires the following approvals by Shareholders:

(a) an affirmative vote of at least two-thirds (66 2/3%) of the votes cast by Shareholders in respect of the Arrangement Resolution at the Meeting in person or by proxy; and

(b) a simple majority of votes cast by Shareholders in respect of the Arrangement Resolution at the Meeting in person or by proxy, other than by those Shareholders required to be excluded pursuant to Section 8.1(2) of MI 61-101 (the Majority-of-the-Minority Vote).

See *The Arrangement Regulatory Law Matters and Securities Law Matters Securities Law Matters Minority Shareholder Approval* beginning on page [ ] below for details regarding the votes to be excluded.

Voting Agreements

See *Special Factors Voting Agreements* beginning on page [ ] below.

On November 18, 2013, certain Shareholders entered into voting and support agreements (the Voting Agreements) with Patheon and the Purchaser. The Voting Agreements set forth, among other things, the agreement of such Shareholders to vote their Restricted Voting Shares in favour of the Arrangement and any matter necessary for the consummation of the Arrangement and against any Acquisition Proposal, as defined in the Arrangement Agreement, and/or any other matter that could reasonably be expected to delay, prevent or frustrate the completion of the Arrangement. As of November 19, 2013 (the date on which the Arrangement was announced), the parties to the Voting Agreements own approximately 20.45% of the total outstanding Restricted Voting Shares that are eligible to vote in the Majority-of-the-Minority Vote and the parties to the Voting Agreements in aggregate own approximately 66.08% of all outstanding Restricted Voting Shares.

Principal Steps of the Arrangement

See *The Arrangement* beginning on page [ ] below.

The Arrangement

Pursuant to the Arrangement, under Canadian law, certain corporate steps will be deemed to have been commenced at the Effective Time (as defined on page [ ] below) and to have occurred in sequence as provided in the Plan of Arrangement. As a result, after giving effect to the Arrangement:

Holders of Restricted Voting Shares (other than the Restricted Voting Shares currently held indirectly by any JLL Party or registered holders who exercise dissent rights) will be deemed to have transferred their shares to Canco in exchange for US$9.32 in cash and shall cease to be Shareholders of Patheon.

Holders of Restricted Voting Shares who exercise dissent rights will be deemed to have transferred their shares to Canco in consideration for the right to receive an amount determined and payable pursuant to the dissent provisions of the Plan of Arrangement and shall cease to be Shareholders of Patheon.

All options to purchase Restricted Voting Shares (Company Options) issued by Patheon that are outstanding as of immediately prior to the Effective Time with an exercise price that is less than US$9.32 will be deemed to be vested and holders thereof will be entitled to receive, for each Company Option, the difference between the exercise price of such Company Option and US$9.32.

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All Company Options with an exercise price equal to or greater than US$9.32 will be cancelled without consideration.

Patheon s stock option plan will be terminated.

Each deferred share unit (DSU) issued by Patheon and outstanding immediately prior to the Effective Time will be deemed to be vested and a holder thereof will be entitled to receive a cash payment of US$9.32, payable in accordance with Patheon s DSU plan (the DSU Plan). The DSU Plan will then be terminated.

All of the Class I Preferred Shares, Series D (the Special Preferred Voting Shares) of Patheon (which are held by JLL LLC 1, a subsidiary of JLL Fund V) will be purchased for cancellation by Patheon for an aggregate, nominal cash payment of US$15.

Canco and Patheon will be amalgamated and will continue as an amalgamated corporation with the name Patheon Inc.

All payments made pursuant to the Plan of Arrangement are subject to withholding of tax deductions and other amounts properly withheld pursuant to the Plan of Arrangement.

The Plan of Arrangement also includes steps which, together with other steps and transactions taken outside the Plan of Arrangement, have the effect, among other things, of funding the payments referred to above, reorganizing the holdings of the JLL Parties in Patheon, providing for the contribution by DSM of its pharmaceutical products business group, DSM Pharmaceutical Products (the DPP Business) and the contribution by JLL Associates V (Patheon), L.P. of its general partnership interest in JLL Fund V to the Purchaser, and effecting a reorganization of Patheon s subsidiaries into a less complex holding structure. As part of the JLL reorganization, the limited partners of JLL Fund V, the current indirect majority Shareholder of Patheon, will sell their limited partnership interests in JLL Fund V to affiliates of the Purchaser (the Fund V Transaction). In connection with the Fund V Transaction, such limited partners of JLL Fund V will receive the same Share Consideration for the Restricted Voting Shares indirectly held by JLL Fund V as is to be received by Shareholders other than the JLL Parties pursuant to the Arrangement, subject to the terms of the JLL Fund V limited partnership agreement.

For a more detailed summary of the steps of the Plan of Arrangement, see *The Arrangement Principal Steps of the Arrangement* beginning on page [ ] below. The summaries of the Plan of Arrangement are qualified in their entirety by the full text of the Plan of Arrangement which is attached as Annex H to this Proxy Statement.

Position of the Independent Committee as to Fairness

In reaching its conclusion that the Arrangement is substantively fair to unaffiliated Shareholders and that the Arrangement is in the best interests of the Company, the independent committee (the Independent Committee) of the board of directors of Patheon (the Board) considered and relied upon a number of factors, including:

the fact that the price per Restricted Voting Share of US$9.32 represents a premium of approximately 73% to the 20 trading day volume-weighted average price of the Restricted Voting Shares on the Toronto Stock Exchange

(the TSX) for the period ended November 18, 2013, the last trading day preceding the announcement of the transaction, and a premium of approximately 64% over the closing price for the Restricted Voting Shares, on the TSX, for November 18, 2013;

the fact that after discussions with the Purchaser, the Independent Committee concluded that US$9.32 per share was the highest price that it could obtain from the Purchaser;

the receipt of the Fairness Opinion of BMO Nesbitt Burns, Inc. (BMO Capital Markets) (the Fairness Opinion of BMO Capital Markets) that, as of November 18, 2013, subject to assumptions, limitations and qualifications set forth therein, the Share Consideration (defined on page [ ] below) to be received by Shareholders

under the Arrangement (other than those Shareholders excluded from the Majority-of-Minority Vote pursuant to Section 8.1(2) of MI 61-101), was fair, from a financial point of view, to those Shareholders. Patheon, as of the date hereof, has determined that those Shareholders are all Shareholders except the JLL Parties and James Mullen (the Minority Shareholders); and

the receipt of the Fairness Opinion of RBC Dominion Securities, Inc. (RBC), dated November 18, 2013 (the Fairness Opinion of RBC), to the effect that as of that date, and based upon and subject to the analyses, assumptions, qualifications and limitations set forth therein, the Share Consideration to be received by Shareholders, other than Shareholders in the buying group comprised of DSM, the JLL Parties and their respective affiliates, and any member of senior management of the Company who has entered into an option cancellation agreement and who will receive equity interests in affiliates of JLL Partners, Inc. participating in the Arrangement, under the Arrangement was fair, from a financial point of view, to those Shareholders (which Shareholders, Patheon has determined, as of the date hereof, are the Minority Shareholders).

The Independent Committee believes that the Arrangement is procedurally fair to the Company s unaffiliated Shareholders for, but not limited to, the following reasons:

The Independent Committee retained and worked extensively with independent financial and legal advisors.

The Independent Committee considered whether alternative transactions, including a sale of Patheon to a third party, and in particular an auction of Patheon, were feasible but determined they were not.

The Independent Committee had the right to not recommend the Arrangement to the Board.

The Independent Committee conducted arm s-length negotiations with the Purchaser regarding the terms of the Arrangement Agreement.

The Arrangement Resolution must be approved by the Majority-of-the Minority Vote.

Completion of the Arrangement will be subject to a judicial determination that the Arrangement is fair and reasonable to the security holders of Patheon.

Any registered holders of Restricted Voting Shares who oppose the Arrangement may, upon strict compliance with certain procedures, exercise Dissent Rights (as defined below) and, if ultimately successful, receive fair value for their Restricted Voting Shares as determined by the Court. See *Dissent Rights* beginning on page [ ] below.

See *Special Factors Position of the Independent Committee as to Fairness* beginning on page [ ] below.

Recommendation of the Independent Committee

Having undertaken a thorough review of, and carefully considered, information concerning Patheon, the Purchaser and the Arrangement, as described above, and after consulting with independent financial and legal advisors, the Independent Committee has unanimously determined that:

(i) the Arrangement is in the best interests of Patheon,

(ii) the Share Consideration to be received by the unaffiliated Shareholders is fair to those Shareholders,

(iii) the Arrangement is fair to the unaffiliated Shareholders, and

(iv) the unaffiliated Shareholders should vote in favour of the Arrangement Resolution.

The Independent Committee has also unanimously recommended that the Board approve the Arrangement and that the Board recommend that the unaffiliated Shareholders vote in favour of the Arrangement Resolution.

Recommendation of the Board

After careful consideration by the Board, the Board has unanimously concluded (with the interested directors, namely Messrs. Agroskin, Lagarde, Levy, Mullen and O Leary abstaining) that (i) the Arrangement is in the best interests of Patheon, (ii) the Share Consideration to be received by the unaffiliated Shareholders is fair to those

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Shareholders, (iii) the Arrangement is fair to the Company s unaffiliated shareholders and (iv) the unaffiliated Shareholders should vote in favour of the Arrangement Resolution. As part of this consideration, the Board relied upon and adopted those factors identified by the Independent Committee as to the fairness of the Arrangement. Each director and executive officer of the Company intends to vote his or her Restricted Voting Shares FOR the Arrangement Resolution.

Formal Valuation and Fairness Opinion of BMO Capital Markets

The Independent Committee retained BMO Capital Markets to prepare the formal valuation of the Restricted Voting Shares in accordance with MI 61-101, and to provide the Independent Committee its opinion as to the fairness, from a financial point of view, of the Share Consideration (as defined on page [ ] below) to be received by the Minority Shareholders pursuant to the Arrangement.

BMO Capital Markets was of the opinion that, as of November 18, 2013, the fair market value of the Restricted Voting Shares was in the range of US$8.75 to US$10.25 per Restricted Voting Share, and that the Share Consideration to be received under the Arrangement by the Minority Shareholders was fair, from a financial point of view, to the Minority Shareholders. The Formal Valuation and Fairness Opinion of BMO Capital Markets were provided solely for the use of the Independent Committee and the Board and for inclusion in this Proxy Statement and are not recommendations as to how Shareholders should vote in respect of the Arrangement Resolution. **The summary of the Formal Valuation and Fairness Opinion of BMO Capital Markets in this Proxy Statement is qualified in its entirety by the full text of the Formal Valuation and Fairness Opinion of BMO Capital Markets. Shareholders are urged to read the Formal Valuation and Fairness Opinion of BMO Capital Markets in its entirety, a copy of which is attached as Annex D to this Proxy Statement.**

See *Special Factors Formal Valuation and the Fairness Opinion of BMO Capital Markets* beginning on page [ ] below.

Fairness Opinion of RBC

The Independent Committee retained RBC to provide advice and assistance to the Independent Committee in evaluating the Arrangement, including the preparation and delivery to the Independent Committee and the Board of the Fairness Opinion of RBC. On November 18, 2013, RBC advised the Independent Committee orally and subsequently delivered its written opinion that, based upon and subject to the analyses, assumptions, qualifications and limitations set forth in the Fairness Opinion of RBC (the full text of which is attached as Annex E to this Proxy Statement), RBC was of the opinion that, as of November 18, 2013, the Share Consideration of cash in the amount of US$9.32 per Restricted Voting Share to be received by the Minority Shareholders (as that term is defined in the Fairness Opinion of RBC) pursuant to the Arrangement was fair from a financial point of view to those Shareholders. **The Fairness Opinion of RBC was provided for the use of the Independent Committee and the Board for inclusion in this Proxy Statement. The Fairness Opinion of RBC was not and is not a recommendation as to how any Shareholder should vote at the Meeting. The summary of the Fairness Opinion of RBC in this Proxy Statement is qualified in its entirety by the full text of the Fairness Opinion of RBC. Shareholders are urged to read the Fairness Opinion of RBC in its entirety, a copy of which is attached as Annex E to this Proxy Statement. In the Fairness Opinion of RBC (and for purposes of each reference in this Proxy Statement to the Fairness Opinion of RBC and the description of the analyses conducted by RBC in connection with the preparation of the Fairness Opinion of RBC), RBC defines Minority Shareholders as Shareholders other than Shareholders in the buying group comprised of DSM, the JLL Parties and their respective affiliates, and any member of senior management of the Company who has entered into an option cancellation agreement and who will receive equity interests in affiliates of JLL Partners, Inc. participating in the Arrangement. Patheon**

has determined, as of the date of this Proxy Statement, that Minority Shareholders, as that term is used in the Fairness Opinion of RBC, are the Minority Shareholders as that term is defined in this Proxy Statement.

See *Special Factors Fairness Opinion of RBC* beginning on page [ ] below.

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Position of the JLL Parties, the Management Parties and DSM Regarding Fairness of the Arrangement

The JLL Parties, the Management Parties and DSM (who are described in *Information Concerning the JLL Parties, Management Parties and DSM Business and Background* beginning on page [ ]) believe that the Arrangement is substantively and procedurally fair to Patheon s unaffiliated Shareholders. The JLL Parties, the Management Parties and DSM believe that this conclusion is supported by their knowledge and analysis of available information about Patheon and by the factors discussed under *Special Factors Purposes and Reasons for the Arrangement from the Perspective of the JLL Parties, the Management Parties and DSM* beginning on page [ ].

Arrangement Agreement

The Arrangement Agreement is the document entered into between Patheon and the Purchaser that sets out the obligations of each party leading up to and including the Arrangement itself. Upon the terms and subject to the conditions of the Arrangement Agreement each holder of Restricted Voting Shares (other than the Restricted Voting Shares currently held indirectly by JLL Fund V) will be entitled to receive US$9.32 in cash, without interest and less any applicable withholding taxes, referred to herein as the Share Consideration , for each Restricted Voting Share held by such holder immediately prior to the Arrangement, unless such holder has properly exercised his, her or its statutory dissent rights with respect to the Arrangement. As a result of the Arrangement, we will become an indirect wholly-owned subsidiary of the Purchaser, and we will apply to de-list the Restricted Voting Shares from the TSX, terminate registration of the Restricted Voting Shares under the Exchange Act and will no longer be required to file periodic reports with the Securities and Exchange Commission (the SEC). We will make an application to cease to be a reporting issuer (or equivalent) in each of the provinces and territories of Canada. Following consummation of the Arrangement, you will not own any equity interests of the successor corporation.

The Arrangement Agreement contains certain representations and warranties made by us to the Purchaser and representations and warranties made by the Purchaser to us (for more information regarding the purposes and limitations of such representations and warranties, see *The Arrangement Agreement Representations and Warranties*). It also includes various covenants, relating to our conduct and the Purchaser s conduct, that will require us and the Purchaser to take or not take certain actions leading up to the Arrangement. Additionally, the Arrangement Agreement contains certain conditions that must be met before the parties to the Arrangement Agreement, collectively and individually, are required to complete the Arrangement.

A more detailed description of the Arrangement Agreement can be found in the section of this Proxy Statement entitled *The Arrangement Agreement* beginning on page [ ] below. The Arrangement Agreement is attached as Annex C to this Proxy Statement. Please read it carefully, as the Arrangement Agreement is the actual document that sets forth the binding obligations of Patheon and the Purchaser.

Conditions to the Arrangement

Patheon and the Purchaser are not required to complete the Arrangement unless each of the following conditions is satisfied on or as of the Effective Time:

The Arrangement Resolution has been approved by the Shareholders at the Meeting, in accordance with the Interim Order.

The Interim Order and the final court order from the Court approving the Arrangement (the Final Order) have each been obtained and have not been set aside or modified in a manner unacceptable to either party.

Each of the Key Regulatory Approvals (as described below in the section of this Proxy Statement entitled *The Arrangement Regulatory Law Matters and Securities Law Matters Regulatory Law Matters* beginning on page [ ]) has been made, given or obtained, and each such Key Regulatory Approval is in force and has not been modified.

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No law is in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins us or the Purchaser from consummating the Arrangement.

The Articles of Arrangement to be filed with the CBCA Director (as defined on page [ ] below) under the CBCA are in form and content reasonably satisfactory to Patheon and the Purchaser.

The Purchaser is not required to complete the Arrangement unless each of the following conditions is satisfied on or as of the Effective Time:

Our representations and warranties regarding organization and qualification, corporate authorization, execution, delivery and enforceability of the Arrangement Agreement, solvency and absence of bankruptcy are true and correct in all respects as of the Effective Time.

Our representations and warranties regarding capitalization are true and correct as of the Effective Time in all respects other than those that would have a *de minimis* effect on the aggregate Share Consideration, Option Consideration (as defined below) and DSU Consideration (as defined below) payable pursuant to the Arrangement.

Subject to a Material Adverse Effect threshold, all of our other representations and warranties are true and correct in all respects as of the Effective Time, except for representations and warranties made as of a specified date or dates, in which case the accuracy of such representations and warranties are true and correct as of any such specified date or dates.

We have delivered a certificate, dated the date of the consummation of the Arrangement (the Effective Date), confirming the representations and warranties, subject to the qualifications above, to the Purchaser.

We have fulfilled or complied in all material respects with each of our covenants as required by the Arrangement Agreement, and we have delivered a certificate confirming the same to the Purchaser.

Excluding any regulatory approval that has been received or the terms thereof, there is no action or proceeding by a governmental entity pending or threatened, or any action or proceeding by a person who is not a governmental entity pending that would reasonably be expected to: (i) materially limit the Purchaser s or any of its subsidiaries ability to acquire or exercise the full rights of any Restricted Voting Shares; (ii) prohibit or materially restrict the ownership or operation by the Purchaser or any of its subsidiaries (after the Effective Time) of the business or assets of Patheon and its subsidiaries, taken as a whole (after the Effective Time); (iii) require the Purchaser or any of its subsidiaries to conduct its businesses in a specified manner that would materially restrict the operation of such businesses, taken as a whole, relative to their operation as of the date of the Arrangement Agreement; (iv) compel the Purchaser or any of its subsidiaries (after the Effective Time) to dispose of or hold separate any material portion of its business or assets; (v) require DSM or its affiliates (other than the Purchaser or its subsidiaries (after the Effective Time)) to take any action or refrain from taking any action with respect to any of their businesses (other than the business of the Purchaser and its subsidiaries (after the Effective Time)); or

(vi) prevent or materially delay the consummation of the Arrangement, or if the Arrangement is consummated, have a Material Adverse Effect, as defined in the Arrangement Agreement.

Dissent Rights have not been exercised (and not withdrawn or forfeited) with respect to more than ten percent (10%) of the issued and outstanding Restricted Voting Shares, excluding any exercise of Dissent Rights by the Shareholders who have entered into Voting Agreements.

There shall not have been or occurred a Material Adverse Effect.

We are not required to complete the Arrangement unless each of the following conditions is satisfied on or as of the Effective Time:

The representations and warranties of the Purchaser which are qualified by references to materiality are true and correct as of the Effective Time, in all respects, and all other representations and warranties of the Purchaser are true and correct as of the Effective Time, in all material respects, in each case except for

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representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not prevent or materially delay the completion of the Arrangement, and the Purchaser has delivered a certificate confirming the same to us.

The Purchaser has fulfilled or complied with its covenants to deposit the aggregate Share Consideration with the Depositary and has fulfilled or complied with all of its other covenants in all material respects by the Effective Time, and the Purchaser has delivered a certificate confirming same to us.

Non-Solicitation of Transactions; Changes to Recommendation

We have agreed that we and our subsidiaries and representatives will cease immediately all discussions and negotiations with any person with respect to any Acquisition Proposal.

We have also agreed that we will not, nor will we authorize or permit any of our subsidiaries and representatives to, directly or indirectly:

solicit, initiate, knowingly encourage or otherwise facilitate any inquiries, proposals or offers that constitute an Acquisition Proposal;

enter into or otherwise engage in any negotiations or discussions with any person regarding any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute an Acquisition Proposal, subject to certain exceptions;

withdraw or modify or state an intention to withdraw or modify the Board s recommendation in favor of the Arrangement in a manner adverse to the Purchaser;

accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, any Acquisition Proposal, or take no position or remain neutral with respect to any public Acquisition Proposal; or

recommend, execute or enter into or propose to recommend, execute or enter into any agreement, letter of intent, understanding or arrangement relating to any Acquisition Proposal, subject to certain exceptions.

We have also agreed to immediately notify the Purchaser of, among other things, any inquiry, or proposal or offer received by us, our subsidiaries or representatives of us or our subsidiaries, or that we, our subsidiaries or representatives of us or our subsidiaries, become aware of that constitutes an Acquisition Proposal and to provide the Purchaser with certain information related to the party making such Acquisition Proposal and the terms of such Acquisition Proposal. We have agreed to keep the Purchaser informed of the status of any such activity, to the extent such activity is permitted under the Arrangement Agreement, and to continue to provide the Purchaser with updated information.

Notwithstanding the above, if at any time prior to our Shareholders passing the Arrangement Resolution, we receive a written Acquisition Proposal, we may engage in or participate in discussions or negotiations with the maker of such

Acquisition Proposal regarding such Acquisition Proposal, and may provide information about us or our subsidiaries, if and only if:

the Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Superior Proposal, as defined in the Arrangement Agreement;

we have been, and continue to be, in compliance with our above-noted obligations under the Arrangement Agreement with respect to non-solicitation and notification of Acquisition Proposals;

prior to providing any such copies, access, or disclosure, we enter into a confidentiality and standstill agreement with such person on terms and conditions no less onerous or more beneficial to such person than

those applicable to the Purchaser in the confidentiality and standstill agreement dated October 6, 2006 between JLL Partners Fund V, L.P. and us; and

we promptly provide the Purchaser with: (i) prior written notice stating our intention to participate in such discussions or negotiations and to provide such information to such party; (ii) prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the relevant confidentiality and standstill agreement; and (iii) any non-public information concerning us and our subsidiaries provided to such other person which was not previously provided to the Purchaser.

If we receive an Acquisition Proposal that constitutes a Superior Proposal prior to the Shareholders passing the Arrangement Resolution, the Board may, subject to compliance with the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, the Board s recommendation of the Arrangement (an Adverse Recommendation) or authorize us to enter into a definitive agreement with respect to the Superior Proposal, if and only if:

the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill or similar restriction, which has not been waived pursuant to the Arrangement Agreement;

we have been, and continue to be, in compliance with our covenants relating to non-solicitation in the Arrangement Agreement;

we have delivered to the Purchaser a written notice (a Superior Proposal Notice) of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to effect an Adverse Recommendation and/or terminate the Arrangement Agreement and enter into a definitive agreement with respect to the Superior Proposal;

we have provided the Purchaser with a copy of such proposed definitive agreement and all supporting materials, including any related financing documents supplied to us;

at least five business days have elapsed from the date that is the later of the date on which the Purchaser received the Superior Proposal Notice and the date on which the Purchaser received all of the relevant materials set forth in the Arrangement Agreement;

during such five business day period, the Purchaser has had the opportunity (but not the obligation), in accordance with the Arrangement Agreement, to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

after such five business day period, the Board (i) has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal

(including with respect to the terms of the Arrangement Agreement as may be proposed to be amended by the Purchaser) and (ii) has determined in good faith, after consultation with its outside legal counsel, that the failure of the Board to effect an Adverse Recommendation and/or terminate the Arrangement Agreement and enter into a definitive agreement with respect to a Superior Proposal would be inconsistent with its fiduciary duties under applicable law; and

prior to or concurrently with the entering into of such definitive agreement, we terminate the Arrangement Agreement and pay the Termination Payment (as defined below in the section of this Proxy Statement entitled *Special Factors Reasons for the Recommendation* on page [ ]).

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Termination of the Arrangement Agreement

The Arrangement Agreement may be terminated by the mutual written agreement of the Purchaser and us, or by either the Purchaser or us if:

- our Shareholders fail to pass the Arrangement Resolution at the Meeting, provided that such failure was not caused by, or the result of, a breach by such terminating party of its representations or warranties or the failure to perform its covenants;

- any law makes the consummation of the Arrangement illegal or permanently prohibits consummation of the Arrangement and such law is final and non-appealable after the terminating party s commercially reasonable efforts to appeal such law or have it rendered non-applicable; or

- if the Effective Time fails to occur by April 30, 2014, provided that such failure has not been caused by, and is not the result of, a breach by the terminating party of its representations or warranties or the failure to perform any of its covenants.

We can terminate the Arrangement Agreement if:

- the Purchaser breaches or fails to perform in any material respect any of its representations, warranties, covenants or agreements in the Arrangement Agreement that would cause the failure of any condition relating to the Purchaser s breach of its representations, warranties or covenants, and such breach or failure is not curable or, if curable, not cured in accordance with the notice and cure provisions of the Arrangement Agreement, or has not been cured by April 30, 2014 and we are not in breach of the Arrangement Agreement so as to cause the conditions to the Purchaser s obligations to consummate the Arrangement with respect to our representations and warranties and covenants not to be so satisfied;

- assuming we are in compliance with our covenants regarding non-solicitation of Acquisition Proposals, prior to Shareholders passing the Arrangement Resolution, the Board authorizes us to enter into a definitive agreement with respect to a Superior Proposal and pays the Purchaser the Termination Payment (as defined below) in accordance with the terms of the Arrangement Agreement; or

- the Marketing Period (as defined below) has expired or failed to commence or expire by April 30, 2014, other than as a result of our failure to perform our obligations under the Arrangement Agreement, the conditions to closing have been met and the Purchaser has failed to provide the aggregate Share Consideration required under the Arrangement Agreement to the Depositary, as defined in the Arrangement Agreement.

The Purchaser can terminate the Arrangement Agreement if:

we breach or fail to perform in any material respect any of our representations, warranties, covenants or agreements in the Arrangement Agreement that would cause the failure of any condition relating to the breach of our representations, warranties or covenants, and such breach or failure is not curable or, if curable, has not been cured in accordance with the notice and cure provisions of the Arrangement Agreement or by April 30, 2014, and the Purchaser is not in breach of the Arrangement Agreement so as to cause the conditions to Patheon s obligations to consummate the Arrangement with respect to the Purchaser s representations and warranties and covenants not to be satisfied;

the Board or any committee thereof (1) changes or states an intention to change its recommendation to pass the Arrangement Resolution in a manner adverse to the Purchaser, (2) approves an Acquisition Proposal or takes no position with respect to a publicly disclosed Acquisition Proposal for more than 10 days, (3) enters into any agreement with respect to an Acquisition Proposal, or (4) fails to publicly reaffirm its recommendation of the Arrangement within 10 days after having been requested in writing by the Purchaser to do so, or we willfully and intentionally breach our non-solicitation obligations;

we breach our obligations to hold the Meeting as required under the Arrangement Agreement, provided that: (A) any such breach is incapable of being cured or is not cured in accordance with the terms of the

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Arrangement Agreement, (B) any such breach has not occurred as a result of any breach of the Arrangement Agreement by the Purchaser or of any proceeding commenced by any person (other than the Company and its affiliates (excluding the Purchaser Parties (as defined in the Arrangement Agreement))), (C) the Purchaser is not then in breach of the Arrangement Agreement so as to cause failure of the conditions relating to the Purchaser s representations and warranties or its covenants, (D) the Purchaser has not exercised its right to amend the Plan of Arrangement pursuant to the Arrangement Agreement, resulting in our inability to hold the Meeting within 45 days of SEC Approval, or (E) the Purchaser has not requested we undertake a Pre-Acquisition Reorganization (as defined in the Arrangement Agreement) pursuant to the Arrangement Agreement, resulting in our inability to hold the Meeting within 45 days of the SEC Approval; or

there has occurred a Material Adverse Effect, as defined in the Arrangement Agreement.

Termination Fees

We are required to pay the Purchaser the Termination Payment (as defined below) of US$23.643 million if the Arrangement Agreement is terminated:

by the Purchaser if (A) the Board fails to include a recommendation to approve the Arrangement Resolution in the Proxy Statement or states an intention to modify such recommendation in a manner adverse to the Purchaser, (B) the Board approves an Acquisition Proposal or takes no position with respect to a publicly disclosed Acquisition Proposal for more than 10 days, (C) the Board enters into any agreement in respect of an Acquisition Proposal, (D) the Board fails to publicly reaffirm its recommendation of the Arrangement within 10 days after having been requested in writing by the Purchaser to do so, or (E) we willfully and intentionally breach our non-solicitation obligations;

by us (i) if at such time that the Purchaser is entitled to terminate the Arrangement Agreement because (A) the Board fails to include a recommendation to approve the Arrangement Resolution in the Proxy Statement or states an intention to modify such recommendation in a manner adverse to the Purchaser, (B) the Board approves an Acquisition Proposal or takes no position with respect to a publicly disclosed Acquisition Proposal for more than 10 days, (C) the Board enters into any agreement in respect of an Acquisition Proposal, (D) the Board fails to publicly reaffirm its recommendation of the Arrangement within 10 days after having been requested in writing by the Purchaser to do so, or (E) we willfully and intentionally breach our non-solicitation obligations; or (ii) prior to our Shareholders passing the Arrangement Resolution, the Board authorizes us to enter into a definitive agreement with respect to a Superior Proposal in accordance with the terms of the Arrangement Agreement;

by us or the Purchaser if termination is due to the failure of the Shareholders to pass the Arrangement Resolution, the Arrangement is not consummated by April 30, 2014, or the Meeting is not held within 45 days of clearance of this Proxy Statement by the SEC (such clearance, the SEC Approval); provided that,

prior to such termination, an Acquisition Proposal is made or publicly disclosed or any person has publicly announced an intention to make an Acquisition Proposal; and

within nine months after such termination, (i) an Acquisition Proposal is consummated or effected, or (ii) we or one or more of our subsidiaries enter into a definitive agreement in respect of an Acquisition Proposal and such Acquisition Proposal is subsequently consummated or effected within 12 months after the date of such agreement, provided that, for the purposes of this clause, all references in the definition of the term Acquisition Proposal to 20% or more are deemed to be references to 50% or more, and all references to the Purchaser or its affiliates are deemed to mean any of the Purchaser Parties (as defined in the Arrangement Agreement).

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Provided that we are not in breach of the Arrangement Agreement, and subject to certain limitations, the Purchaser is required to pay us US$49.255 million if the Arrangement Agreement is terminated by us, or by the Purchaser at such time as we are also permitted to terminate, as a result of:

- the Purchaser s breach or failure to perform in any material respect any of its representations, warranties, covenants or agreements in the Arrangement Agreement causing failure of any condition relating to the Purchaser s breach of its representations, warranties or covenants, and such breach or failure is not curable or, if curable, not cured in accordance with the notice and cure provisions of the Arrangement Agreement, or has not been cured by April 30, 2014 and any of the mutual conditions or the conditions in favour of the Purchaser has not been satisfied or waived by the applicable party (other than conditions that by their terms cannot be satisfied until the Effective Date), or

- the conditions to closing the Arrangement Agreement having been met and the Purchaser having failed to pay the aggregate Share Consideration required under the Arrangement Agreement to the Depositary.

If a termination occurs pursuant to the right to terminate due to the consummation of the Arrangement not occurring before April 30, 2014 as a result of failure of the condition precedent to the obligations of the Purchaser providing that there should be no action or proceeding (including any threatened action or proceeding by a governmental entity) requiring DSM or its affiliates (other than the Purchaser or its subsidiaries (determined after the Effective Time)) to take any action (or refrain from taking any action) with respect to any of their businesses, the Purchaser is required to pay us US$24.628 million.

The parties have agreed that, except as provided in the Arrangement Agreement, all out-of-pocket third-party transaction expenses (including all costs, expenses and fees of Patheon) incurred prior to or after the Effective Time in connection with, or incidental to, the Plan of Arrangement, will be paid by the party incurring such expenses, whether or not the Arrangement is consummated. Despite the foregoing, the Purchaser and Patheon have also agreed that each will pay 50% of the filing fees required in respect of any regulatory approvals, including applicable taxes.

If the Arrangement Agreement is terminated by either Patheon or the Purchaser due to the failure of the Shareholders to pass the Arrangement Resolution, other than as a result of a breach by the Purchaser, then Patheon will pay to the Purchaser an expense reimbursement fee equal to the amount of all out-of-pocket fees and expenses incurred by the Purchaser in connection with the transactions contemplated by the Arrangement Agreement up to a maximum of US$13 million provided that in no event will Patheon be required to pay any aggregate amount greater than the Termination Payment.

See *The Arrangement Agreement* beginning on page [ ] below.

Interests of Certain Persons in the Arrangement

In considering the recommendation of our Board with respect to the Arrangement, Shareholders should be aware that our executive officers and directors have interests in the Arrangement that may be different from, or in addition to, those of our Shareholders generally. These interests may create potential conflicts of interest. Our Board and the Independent Committee were aware that these interests existed when they approved the Arrangement Agreement. The material interests are summarized below.

Employment Agreements

Each of James Mullen, Michael Lytton, Stuart Grant and Geoffrey Glass, our named executive officers, is a party to an employment agreement with Patheon that provides for certain severance payments to be made to such individuals in the event of a termination of their employment with Patheon. It is possible that, following the Arrangement, the employment of one or more such individuals may be terminated in a manner that results in the receipt of such severance payments. However, it is expected that Mr. Mullen, and

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potentially other of our named executive officers, will enter into amendments to such employment agreements with the Purchaser following the consummation of the Arrangement, and such amendments would control the amount of such severance payments and the events which trigger such payments. The terms of such amendments have not, however, been determined as of the date of this Proxy Statement.

Equity-Based Awards

Messrs. Mullen and Lytton are holders of Restricted Voting Shares, and accordingly will receive the Share Consideration for such Restricted Voting Shares. Each named executive officer also holds Company Options, the vesting of which will accelerate in connection with the consummation of the Arrangement and result in such individual receiving for each such accelerated-vesting Company Option that is outstanding as of the consummation of the Arrangement the amount of the Share Consideration less the exercise price of the applicable Company Option.

Option Waiver and Termination Agreements

Notwithstanding the acceleration of vesting that would otherwise occur in connection with the consummation of the Arrangement, Mr. Mullen has entered into an Option Waiver and Termination Agreement with Patheon on November 18, 2013 to facilitate the Arrangement. Pursuant to the Option Waiver and Termination Agreement, Mr. Mullen has agreed to voluntarily terminate and cancel 4,000,000 Company Options, immediately prior but subject to the consummation of the Arrangement. It is anticipated that other senior executives of Patheon may be provided the opportunity to terminate and cancel vested, in-the-money Company Options prior to the consummation of the Arrangement and the opportunity to receive Class B Units of JLL Holdco.

Equity Incentive Interests in Purchaser

The Purchaser has agreed with Mr. Mullen to establish an equity incentive plan for senior management of Patheon and the DPP Business who will become senior managers of the Purchaser following the closing of the Arrangement. Equity interests available under the Purchaser s equity incentive plan for senior executives will represent up to 10% of the fully diluted units in the Purchaser notwithstanding any future dilution of the Purchaser s equity capital.

The allocation of the interests in the Purchaser equity incentive plan has yet to be determined. However, Messrs. Mullen, Lytton and Grant are expected to be participants in the equity incentive plan holding the largest interests therein. The allocations will be determined by the Purchaser in consultation with Mr. Mullen.

Equity Incentive Interests in JLL Holdco

JLL Holdco has agreed that, immediately following the consummation of the Arrangement, it will issue to Mr. Mullen, and may issue to certain other members of Patheon senior management that will remain with the Company following the Effective Time, Class B Units in JLL Holdco. These equity interests will be issued pursuant to an equity incentive plan to be established by JLL Holdco and holders of such equity interests will be entitled to distributions in accordance with the terms of the Amended and Restated Limited Partnership Agreement of JLL Holdco, which will be adopted by JLL Holdco in connection with the consummation of the Arrangement.

It is expected that the Class B Units to be issued to Mr. Mullen will represent an equity interest in JLL Holdco at closing of approximately 5.53%, and thus an indirect interest in the Purchaser of approximately 2.82% as a result of JLL Holdco s 51% interest in the Purchaser, subject to the distribution priorities to be set forth in the Amended and Restated Limited Partnership Agreement of JLL Holdco.

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Directors

Three of Patheon s nine directors (being Messrs. Lagarde, Levy and O Leary) are nominees of JLL LLC 1, an affiliate of the Purchaser. In addition, Messrs. Lagarde, Levy and Agroskin are all Managing Directors of, and Mr. O Leary is a Vice President of JLL Partners, Inc.

See *Information Concerning the JLL Parties, the Management Parties and DSM Business and Background The JLL Parties* .

The following directors hold Restricted Voting Shares which will entitle such director, at the Effective Time, to aggregate Share Consideration in the amount noted in the table:

Director	Consideration Payable at the Effective Time in Respect of the Restricted Voting Shares	
James Mullen	US$	21,548,632
Derek Watchorn	US$	479,402
Brian Shaw	US$	1,033,951
David Sutin	US$	526,151
Joaquin Viso	US$	108,947,985

In addition, pursuant to the terms of the Plan of Arrangement, each of Derek Watchorn, Brian Shaw, David Sutin and Joaquin Viso will receive US$9.32 (less any applicable withholding taxes) for each DSU that such director holds as of the Effective Time.

See *Special Factors Interests of Our Directors and Executive Officers in the Arrangement* beginning on page [ ] below.

Contribution Agreement

On November 18, 2013, in connection with the entry into the Arrangement Agreement, the Purchaser entered into the Contribution Agreement with DSM and JLL Holdco, pursuant to which DSM will contribute its DPP Business, to the Purchaser in exchange for 49% of the limited partnership interests of the Purchaser and the Purchaser s assumption of certain liabilities of the DPP Business and JLL Holdco will contribute US$402 million in cash to the Purchaser, and contribute the general partnership interest of JLL Fund V to the Purchaser, all in exchange for 51% of the limited partnership interests of Purchaser, all as described in more detail under *Special Factors Contribution Agreement* beginning on page [ ]. In consideration for DSM s contribution of the DPP Business, DSM will also receive the Seller Note (as described in the section entitled *Special Factors Sources of Funds* beginning on page [ ] below). Consummation of the transactions contemplated by the Contribution Agreement is not a condition of the Arrangement Agreement. However, consummation of the transactions contemplated by the Contribution Agreement is a condition to the Purchaser s ability to obtain the financing necessary to consummate the Arrangement Agreement. Accordingly, the failure to consummate the transactions contemplated by the Contribution Agreement would result in the Purchaser s inability to fund the Arrangement. Patheon has certain rights to specific performance related to the Debt Commitment Letter (as defined below) and the Equity Commitment Letter (as defined below), under the circumstances described under *The Arrangement Agreement Injunctive Relief; Specific Performance and Remedies* beginning on page [ ] and *Special Factors Sources of Funds Equity Financing* beginning on page [ ]. Under certain circumstances, the Purchaser s inability to obtain the financing is likely to result in the Purchaser s obligation to

pay to Patheon a fee of US$49.255 million as described under *The Arrangement Agreement Termination Fees* beginning on page [ ]. JLL Fund VI and DSM have guaranteed the payment of such fee in pro-rata portions (51% and 49%, respectively). Such guarantees are described under *Special Factors Limited Guarantees* beginning on page [ ] below.

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Source of Funds

We estimate that the total amount of funds necessary to consummate the Arrangement, including the prepayment of approximately US$618 million of indebtedness and payment of related fees and expenses and the acquisition of the partnership interests in JLL Fund V, will be approximately US$2.1 billion. We expect this amount to be funded through a combination of the following:

- equity financing of up to US$462 million (including US$310 million to be provided by affiliates of the JLL Parties);
- up to an aggregate of US$1,850.0 million from debt financing; and
- approximately US$50.0 million of cash on hand at Patheon.

The Purchaser has obtained the equity and debt financing commitments described in the section of this Proxy Statement entitled *Special Factors Sources of Funds Equity Financing* and *Special Factors Sources of Funds Debt Financing*, and beginning on page [ ] and page [ ] respectively. The funding under those commitments is subject to conditions, including conditions that do not relate directly to the Arrangement Agreement. Although obtaining the equity or debt financing is not a condition to the completion of the Arrangement, the failure of the Purchaser to obtain sufficient financing would result in the failure of the Arrangement to be completed. Patheon has certain rights to specific performance related to the Debt Commitment Letter (as defined below) and the Equity Commitment Letter (as defined below), under the circumstances described under *The Arrangement Agreement Injunctive Relief; Specific Performance and Remedies* beginning on page [ ] and *Special Factors Sources of Funds Equity Financing* beginning on page [ ]. Under certain circumstances, the Purchaser s inability to obtain the financing is likely to result in the Purchaser s obligation to pay to Patheon a fee of US$49.255 million as described under *The Arrangement Agreement Termination Fees* beginning on page [ ]. JLL Fund VI and DSM have guaranteed the payment of such fee in pro-rata portions (51% and 49%, respectively). Such guarantees are described under *Special Factors Limited Guarantees* beginning on page [ ] below. The equity and debt financing commitments are described in more detail under *Special Factors Sources of Funds* beginning on page [ ] below.

Limited Guarantees

Concurrently with the execution of the Arrangement Agreement, pursuant to guarantee agreements entered into by each of JLL Fund VI and DSM with Patheon, each of JLL Fund VI and DSM have unconditionally and irrevocably guaranteed the due and punctual payment when due or required of their respective applicable percentage (being 51% and 49%, respectively) of the Purchaser s monetary obligations with respect to the termination fee payable by the Purchaser in certain circumstances and certain other payments that may become payable by Purchaser under the Arrangement Agreement, subject to the limitations set forth in the applicable guarantee agreement and the Arrangement Agreement.

Fees and Expenses

Patheon has retained Georgeson Shareholder Communications Canada, Inc. (Georgeson) to assist in the solicitation of proxies. The fees and expenses of Georgeson and all other costs of this solicitation will be borne by Patheon. Shareholders with questions should contact Georgeson in North America toll free at 1-866-656-4121 or

internationally by dialing 781-575-2182 collect or by email at askus@georgeson.com.

Patheon estimates that it will incur US$[ ] of aggregate fees in connection with the Arrangement, including legal, accounting, financial advisory, proxy solicitation and printing and filing fees. For a full breakdown of such fees, see *The Arrangement Fees and Expenses* beginning on page [ ] below.

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Risks Associated with the Arrangement

In evaluating the Arrangement, Shareholders should consider the following risk factors relating to the Arrangement (which are not an exhaustive list of potentially relevant risk factors relating to the Arrangement). Some of these risks include, but are not limited to: (i) the required Shareholder approvals required for the consummation of the Arrangement may not be reached; (ii) the Arrangement Agreement may be terminated in certain circumstances; (iii) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; (iv) the application of the interim operating covenants may impact the operations of our Company; (v) the required Key Regulatory Approvals may not be obtained; (vi) litigation from third parties may delay or prevent the Arrangement from being consummated; (vii) that following the consummation of the Arrangement, the unaffiliated Shareholders will not be able to participate in any increase in value of the Patheon business, and (viii) that Patheon will incur significant fees in attempting to consummate the Arrangement and may have to pay additional amounts to the Purchaser in the event of certain terminations of the Arrangement Agreement, which collectively may have a material impact on the business of Patheon if the Arrangement is not consummated.

Additional risks and uncertainties, including those that are considered immaterial by, and risks not yet identified by, the Company may also be relevant to completion of the Arrangement and/or the future of Patheon and the value of the Restricted Voting Shares. If any of the risks described in the risk factors materialize, the expectations and the predictions based on the non-occurrence of such risks may need to be re-evaluated.

See *Risks Associated with the Arrangement* beginning on page [ ] below.

Dissent Rights

Registered Shareholders are entitled to Dissent Rights with respect to the Restricted Voting Shares held by such holders in connection with the Arrangement pursuant to the procedures set forth in Section 190 of the CBCA, as modified by the Interim Order, the Final Order and the Plan of Arrangement. If the Arrangement becomes effective, the Purchaser shall be required to offer to pay fair value, determined as of the close of business on the Business Day (as defined in the Plan of Arrangement) before the Arrangement Resolution was passed, for Restricted Voting Shares held by registered Shareholders who duly exercise Dissent Rights, and to pay the amount to which such Shareholders may be entitled pursuant to the terms of the Interim Order, the Final Order and the Plan of Arrangement.

Shareholders should note that they may only exercise Dissent Rights in respect of Restricted Voting Shares that are registered in the Shareholder s name. Shareholders who hold their shares in the name of a broker or other intermediary or a clearing agency should carefully read the section entitled *Dissent Rights* in this Proxy Statement beginning on page [ ] below to find out how they may exercise Dissent Rights.

A Shareholder s failure to strictly follow the procedures set forth in the CBCA, as modified by the Interim Order, the Final Order and the Plan of Arrangement, may result in the loss or unavailability of Dissent Rights. If you wish to dissent, you should obtain your own legal advice and carefully read the Plan of Arrangement, the provisions of Section 190 of the CBCA and the Interim Order which are attached to this Proxy Statement at Annex H, Annex I and Annex K, respectively, as well as the Final Order.

See *Dissent Rights* beginning on page [ ] below.

Tax Considerations of the Arrangement

Certain Canadian Federal Income Tax Considerations

A Shareholder (other than any JLL Party) who is resident in Canada for purposes of the *Income Tax Act* (Canada), including all regulations made thereunder, as amended from time to time (the Tax Act) and

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whose Restricted Voting Shares constitute capital property for the purposes of the Tax Act will realize a capital gain (or a capital loss) to the extent that such Shareholder s proceeds of disposition, equal to the Share Consideration received pursuant to the Arrangement, net of any reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base to the Shareholder of his or her Restricted Voting Shares immediately before the Arrangement.

A Shareholder who is not resident in Canada will not be subject to tax under the Tax Act on any capital gain realized on the disposition of Restricted Voting Shares under the Arrangement, unless (i) the Restricted Voting Shares disposed of are taxable Canadian property of the Shareholder at the time of the disposition, and (ii) the Shareholder is not exempt from taxation in Canada on the disposition of such shares under the terms of an applicable income tax convention or treaty.

A summary of certain Canadian federal income tax considerations of the Arrangement is included under *Special Factors Certain Tax Considerations Certain Canadian Federal Income Tax Considerations* in this Proxy Statement and the foregoing is qualified in full by the information in that section. All security holders are encouraged to seek their own tax advice.

United States Federal Income Tax Consequences

Subject to the passive foreign investment company (PFIC) rules (discussed below in *Special Factors Certain Tax Considerations Certain United States Federal Income Tax Considerations Passive Foreign Investment Companies*), a U.S. Shareholder (as defined below) who holds Restricted Voting Shares as capital assets and who sells such Restricted Voting Shares pursuant to the Arrangement and receives the Share Consideration generally will recognize capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between (i) the U.S. dollar value of the cash payment received (which amount will not be reduced by any related Canadian taxes paid by the U.S. Shareholder directly or by withholding) and (ii) the U.S. Shareholder s adjusted tax basis in the Restricted Voting Shares (determined in U.S. dollars) that are sold pursuant to the Arrangement. Such gain or loss will be long-term capital gain or loss if the U.S. Shareholder s holding period for the Restricted Voting Shares sold is greater than one year at the time of the sale. Long-term capital gains of non-corporate U.S. Shareholders are currently eligible for reduced rates of U.S. federal income taxation. A U.S. Shareholder s ability to deduct capital losses is subject to certain limitations.

If Patheon is or becomes a PFIC for any tax year in which a U.S. Shareholder held Restricted Voting Shares, the preceding paragraph may not describe the U.S. federal income tax consequences to such U.S. Shareholder on the disposition of its Restricted Voting Shares pursuant to the Arrangement and such U.S. Shareholder may be subject to tax at higher ordinary income tax rates and an interest charge on a deemed income deferral benefit. Patheon believes that it did not constitute a PFIC during its tax years ended October 31, 2008, 2009, 2010, 2011 and 2012, and based on its current business operations and financial expectations, Patheon expects that it should not become a PFIC during the tax year ended October 31, 2013 or its current tax year. Patheon has not made a conclusive determination as to its PFIC status as to all prior tax years. However, the determination of whether or not Patheon is a PFIC for any tax year is made on an annual basis and is based on the types of income Patheon earns and the types and value of Patheon s assets from time to time, all of which are subject to change. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Furthermore, whether Patheon will be a PFIC for the current taxable year and any subsequent taxable year prior to the date of the sale pursuant to the Arrangement depends on its assets and income over the course of each such taxable year and, as a result, cannot be predicted with certainty as of the date of this Proxy Statement. Accordingly, there can be no assurance that the U.S. Internal Revenue Service (IRS) will not challenge the determination made by Patheon concerning its PFIC status or that Patheon will not be a PFIC for any taxable year.

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The foregoing description of material U.S. federal income tax consequences of the Arrangement is qualified in its entirety by the longer discussion under *Special Factors Certain Tax Considerations Certain United States Federal Income Tax Considerations* below, and neither this description nor the longer discussion is intended to be legal or tax advice to any particular U.S. Shareholder. Accordingly, U.S. Shareholders should consult their tax advisors with respect to their particular circumstances.

Certain Tax Considerations for Shareholders who are not Residents of Canada

Shareholders who are not residents of Canada should be aware that the disposition of Restricted Voting Shares pursuant to the Arrangement may have tax consequences both in Canada and in the jurisdiction in which they are resident which may not be described fully herein. The tax treatment of such Shareholders pursuant to the Arrangement is dependent on their individual circumstances and the tax jurisdiction applicable to such Shareholders. It is recommended that Shareholders consult their own tax advisors in this regard.

Accounting Treatment

The Arrangement will be accounted for as a Patheon acquiring the DPP Business for financial accounting purposes under U.S. GAAP.

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QUESTIONS AND ANSWERS ABOUT THE MEETING AND THE ARRANGEMENT

The following questions and answers briefly address some commonly asked questions about the Meeting of Shareholders and the Arrangement. These questions and answers may not address all questions that may be important to you as a Shareholder. You should still carefully read this entire Proxy Statement, including its Annexes and the documents referred to or incorporated by reference in this Proxy Statement.

Q. Who is soliciting my proxy?

A. Your proxy is being solicited by the Board and constitutes a solicitation by or on behalf of the management of Patheon within the meaning of the CBCA.

Q. What am I being asked to vote upon at the Meeting?

A. You are being asked to vote on the approval and adoption of the Arrangement Resolution. Approval of the Arrangement Resolution is necessary to consummate the Arrangement. In addition, at the Meeting, you may be asked to vote in respect of any other matters that may be properly brought before the Meeting. Management does not currently anticipate that any other matters will be brought before the Meeting.

Q. What Shareholder approvals are required for the Arrangement Resolution?

A: The Arrangement Resolution, with or without variation, must be passed by:

the affirmative vote of at least two-thirds (66 ⅔%) of the votes cast in respect of the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and

the Majority-of-the-Minority Vote.

JLL LLC 1 and all of the directors and executive officers of Patheon who hold Restricted Voting Shares have entered into Voting Agreements pursuant to which, among other things, they have agreed to vote, or cause to be voted, the Restricted Voting Shares beneficially owned by them in favour of the Arrangement. As a result, the parties to the Voting Agreements eligible to vote in the Majority-of-the-Minority Vote own approximately 20.45% of the outstanding Restricted Voting Shares eligible to be counted in the Majority-of-the-Minority Vote. The parties to the Voting Agreements own approximately 66.08% of all outstanding Restricted Voting Shares.

JLL LLC 1, a subsidiary of JLL Fund V, as the sole holder of Patheon s Special Preferred Voting Shares, has executed a written sole shareholder resolution approving the Arrangement.

Q. Who is entitled to vote at the Meeting?

A. Holders of record of Restricted Voting Shares (Registered Shareholders) as of the close of business on the Record Date are entitled to vote at the Meeting. As of the Record Date, there were [ ] Restricted Voting Shares outstanding and entitled to vote at the Meeting.

Q. What should I do now?

A. You should carefully read and consider the information contained in this Proxy Statement. If you are a Registered Shareholder you should then vote by completing, dating and signing the enclosed form of proxy or, alternatively, by telephone, or over the internet, in each case in accordance with the enclosed instructions. To be used at the Meeting, the completed form of proxy must be deposited at the office of Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 by mail or the proxy vote must be otherwise registered in accordance with the instructions

in the form of proxy. To be effective, a proxy must be received by Computershare not later than [ ] (Eastern time) on [ ], or in the case of any postponement or adjournment of the Meeting, not less than 48 hours, Saturdays, Sundays and holidays excepted, prior to the time of the postponed or adjourned Meeting. Late proxies may be accepted or rejected by the chairperson of the Meeting in his or her discretion, and the chairperson is under no obligation to accept or reject any particular late proxy.

If the Arrangement is completed, in order to receive payment of the Share Consideration, you must provide a Letter of Transmittal in the form attached hereto as Annex L (the Letter of Transmittal) along with the certificate(s) representing your Restricted Voting Shares. If you are a Registered Shareholder, you are also encouraged to complete, sign, date and return the enclosed Letter of Transmittal along with the certificate(s) representing your Restricted Voting Shares to Computershare Trust Company of Canada at the address specified in the Letter of Transmittal now so that, if the proposed Arrangement is approved by Shareholders and completed, payment for your Restricted Voting Share can be sent to you as soon as possible following the Effective Time.

Shareholders of Patheon whose Restricted Voting Shares are registered in the name of a broker, trustee, financial institution, investment dealer, bank, trust company, custodian, nominee or other intermediary are not considered to be Registered Shareholders and should contact that intermediary for instructions and assistance in receiving the Share Consideration for their Restricted Voting Shares.

Unless you elect otherwise, you will receive payment for your Restricted Voting Shares in U.S. funds. If you are a Registered Shareholder and wish to receive the Share Consideration for your Restricted Voting Shares in Canadian funds, you must complete and sign the enclosed Letter of Transmittal (indicating your election to receive payment in Canadian funds) and send it with the certificate(s) representing your Restricted Voting Shares to Computershare Trust Company of Canada at the address specified in the Letter of Transmittal prior to 4:00 p.m. (Eastern time) on the Business Day prior to the Effective Date. A Registered Shareholder who completes and returns the Letter of Transmittal after that time will receive payment of the Share Consideration in United States dollars.

Q. If my Restricted Voting Shares are held in street name by my broker, will my broker vote my Restricted Voting Shares for me?

A. Brokers or other nominees who hold Restricted Voting Shares in street name for customers who are the beneficial owners of such shares may not give a proxy to vote those customers Restricted Voting Shares in the absence of specific instructions from those customers, commonly referred to as broker non votes. You should follow the procedures provided by your broker regarding the voting of your Restricted Voting Shares. Non-voted Restricted Voting Shares will have no effect on the vote to adjourn the Meeting, if necessary, to solicit additional proxies in favour of approval and adoption of the Arrangement Resolution.

Q. What if I do not vote?

A. If you return a properly signed form of proxy but do not indicate how you want to vote, your proxy will be counted as a vote FOR approval and adoption of the Arrangement Resolution.

If you submit your properly signed proxy and affirmatively elect to abstain from voting, your proxy will be counted as present for the purpose of determining the presence of a quorum.

Since both approval thresholds are determined by the percentage of the votes cast by the applicable group of Shareholders, not submitting a properly signed proxy and not voting, or submitting a properly signed proxy and affirmatively electing to abstain from voting, has the effect of increasing the importance of each additional vote within the group of Shareholders who do vote.

Q. When should I send in my form of proxy?

A. You should send in your completed form of proxy as soon as possible so that your Restricted Voting Shares will be voted at the Meeting. The deadline for receipt of proxies from Registered Shareholders is 5:00 p.m.

(Eastern time) on , 2014 or, in the case of any adjournment(s) or postponement(s) of the Meeting, no later than 5:00 p.m. (Eastern time) on the second Business Day before the date that any adjournment or postponement of the Meeting is reconvened or held, as the case may be. Non-Registered Shareholders who receive these materials through their broker or other intermediary should complete and send the form of proxy or voting instruction form in accordance with the instructions provided by their broker or intermediary.

Q. May I change my vote?

A. Yes. If you want to change your vote, you can revoke your proxy after you have delivered it by depositing an instrument in writing executed by you or your attorney authorized in writing (or if you are a corporation, by an authorized officer or attorney of the corporation authorized in writing), either (i) at Patheon s registered office or with Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 not later than 48 hours, excluding Saturdays, Sundays and holidays, immediately preceding the Meeting or any adjournment of the Meeting or (ii) with the chairperson of the Meeting at any time before the Meeting commences. You can also change your vote by (i) attending the Meeting and voting in person if you were a Registered Shareholder at the Record Date; (ii) signing a form of proxy bearing a later date and depositing it in the manner and within the time described under the heading *Appointing a Proxyholder* ; or (iii) in any other manner permitted by law. If you revoke your proxy and do not replace it with another proxy that is deposited with Computershare Investor Services Inc. before the deadline, you can still vote your Restricted Voting Shares if you are a Registered Shareholder, but to do so you must attend the Meeting in person.

Q. May I vote in person?

A. If you are a Registered Shareholder as of the Record Date, you may attend the Meeting and vote your Restricted Voting Shares in person.

If you are a non-registered holder of Restricted Voting Shares as of the Record Date, and your Restricted Voting Shares are held in street name and your broker has not appointed you as a proxyholder, then Computershare Investor Services Inc. will not have a record of your name and will have no knowledge of your entitlement to vote. In these circumstances, if you wish to vote in person at the Meeting, you should insert your own name in the space provided on the voting instruction form that you have received from your broker or other intermediary in accordance with their instructions. If you do this, you will be instructing your broker or other intermediary to appoint you as proxyholder. Please adhere strictly to the signature and return instructions provided by your broker or other intermediary well in advance of the Meeting. Please register with Computershare Investor Services Inc. upon arrival at the Meeting.

Q. Does the Board of Directors of Patheon support the Arrangement?

A. Yes. The Board has unanimously determined (with interested directors abstaining) to recommend that unaffiliated Shareholders vote FOR the Arrangement Resolution.

Prior to entering into the Arrangement Agreement, the Board established the Independent Committee comprised of Derek Watchorn, Brian Shaw and David Sutin to, among other things, select an independent valuator, supervise the preparation of a formal valuation of the Restricted Voting Shares, and negotiate the terms of the Arrangement

Agreement and the Arrangement on behalf of Patheon and to advise the Board with respect to any recommendation that the Board should make to Shareholders.

The Independent Committee recommended that the Board (i) approve the Arrangement and (ii) recommend that unaffiliated Shareholders vote FOR the Arrangement Resolution.

See *Special Factors Recommendation of the Board* beginning on page [ ] below.

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Q. What will I receive if the Arrangement is completed?

A. Under the Arrangement, you will be entitled to receive US$9.32 in cash, without interest and less any applicable withholding taxes, being the Share Consideration for each Restricted Voting Share that you own. You will receive the Share Consideration (after deduction of any applicable withholdings) after the Arrangement is completed and upon completing and returning the Letter of Transmittal in accordance with the instructions provided therein.

If you are a Registered Shareholder you must complete and sign the Letter of Transmittal printed on blue paper accompanying this Proxy Statement and send it with the certificate(s) representing your Restricted Voting Shares to Computershare Trust Company of Canada, as the Depositary. Provided the aggregate Share Consideration payable to you is less than CDN$25 million, the Depositary will mail you a cheque by first class mail as soon as practicable following the later of the Effective Date and receipt of your completed Letter of Transmittal and of the certificate(s) representing your Restricted Voting Shares. Payments in excess of that amount will be paid by wire transfer on arrangement with the Registered Shareholder.

If you are a not a Registered Shareholder, you will receive your payment through your account with your broker, investment dealer, bank, trust company or other intermediary that holds the Restricted Voting Shares on your behalf. You should contact your broker or other intermediary if you have questions about this process.

Unless you elect otherwise, you will receive payment for your Restricted Voting Shares in U.S. funds. If you are a Registered Shareholder and wish to receive the Share Consideration for your Restricted Voting Shares in Canadian funds, you must complete and sign the enclosed Letter of Transmittal (indicating your election to receive payment in Canadian funds) and send it with the certificates(s) representing your Restricted Voting Shares to Computershare Trust Company of Canada at the address specified in the Letter of Transmittal prior to 4:00 p.m. (Eastern time) on the Business Day prior to the Effective Date. A Registered Shareholder who completes and returns the Letter of Transmittal after that time will receive payment of the Share Consideration in United States dollars.

See *The Arrangement Procedure for Surrender of Restricted Voting Shares and Payment of Share Consideration* beginning on page [ ] below.

Q. Am I entitled to Dissent Rights?

A. Pursuant to the Interim Order, if you are a Registered Shareholder, you have a right to dissent in respect of the Arrangement Resolution but only if you follow the procedures specified in the CBCA, as modified by Section 3.1 of the Plan of Arrangement, the Interim Order and the Final Order. If you wish to exercise Dissent Rights, you should review the requirements summarized in the Proxy Statement carefully and consult your legal advisor.

If you are a beneficial owner of Restricted Voting Shares registered in the name of a broker or other intermediary and wish to dissent, you should be aware that **ONLY REGISTERED SHAREHOLDERS ARE ENTITLED TO EXERCISE DISSENT RIGHTS.** If you are not a Registered Shareholder and wish to dissent, you should contact your broker or other intermediary immediately to make arrangements in order that your dissent rights may be exercised.

See *Dissent Rights* beginning on page [ ] below.

Q. Will the Arrangement be a taxable transaction to me?

A. Generally, yes. This Proxy Statement contains a summary of certain Canadian federal income tax considerations and of certain U.S. federal income tax considerations relevant to Shareholders. Please see the discussion under the headings *Special Factors Certain Tax Considerations* beginning on page [ ] below. It is recommended that you consult your own tax advisors to understand the full tax effects of the Arrangement.

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Q. When is the Arrangement expected to be completed?

A. We currently expect the Arrangement to be completed in the first half of calendar 2014, following satisfaction or waiver of all conditions, including approval and adoption of the Arrangement Resolution by the Court and our Shareholders. The Arrangement is also subject to certain regulatory approvals, including the explicit or implicit approval of the Arrangement under the European Union Merger Regulation, expiration or termination of the waiting period under the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the HSR Act), approval under the Investment Canada Act (if required), and regulatory approvals in Mexico, Serbia and Turkey.

In addition, the Purchaser is not obligated to complete the Arrangement until the expiration of a fifteen consecutive business day period (the Marketing Period) that it may use to complete its financing for the Arrangement. The Marketing Period will begin to run after we have provided the Purchaser with certain specified financial and other information designed to facilitate the financing for the Arrangement and satisfied other specified conditions under the Arrangement Agreement, provided that the Marketing Period will not begin to run before January 10, 2014. If the Marketing Period would not end on or before February 11, 2014, the Marketing Period will commence after March 15, 2014.

Q. What will happen to my Restricted Voting Shares in Patheon after the closing of the Arrangement?

A. Following the effectiveness of the Arrangement, your Restricted Voting Shares will solely represent the right to receive the Share Consideration. Trading in Restricted Voting Shares on the TSX will cease. Price quotations for Restricted Voting Shares will no longer be available and we will apply to cease to be a reporting issuer in any province or territory of Canada and will no longer file periodic reports under the Exchange Act.

Q. What will happen if the Arrangement Resolution is not passed or the Arrangement is not completed for any reason?

A. If the Arrangement Resolution is not passed or the Arrangement is not completed for any reason, the Arrangement Agreement may be terminated. If this occurs, Patheon will continue to carry on its business operations in the normal and usual course. See *Risks Associated with the Arrangement* beginning on page [ ] below. In certain termination circumstances, Patheon will be required to pay to the Purchaser a termination fee in the amount of US$23.643 million. Patheon may also be required to pay to the Purchaser an expense reimbursement fee, up to a maximum amount of US$13 million, provided however that in no event will Patheon be required to pay in such circumstances, in the aggregate, an amount in excess of US$23.643 million.

See *The Arrangement Agreement Termination Fees* beginning on page [ ] below.

Q. Should I send in my Restricted Voting Share certificates now?

A. If you are a Registered Shareholder, you are encouraged to complete, sign, date and return the enclosed Letter of Transmittal along with the certificate(s) representing your Restricted Voting Shares to Computershare Trust

Company of Canada at the address specified in the Letter of Transmittal now so that, if the proposed Arrangement is approved by Shareholders and completed, payment for your Restricted Voting Shares can be sent to you as soon as possible following the Effective Time.

In addition, if you are a Registered Shareholder and wish to receive the consideration for your Restricted Voting Shares in Canadian funds, you must complete and sign the Letter of Transmittal (indicating your election to receive payment in Canadian funds), and send it with the certificate(s) representing your Restricted Voting Shares to the Computershare Trust Company of Canada prior to the Effective Time. A Registered Shareholder who completes and returns the Letter of Transmittal after that time, will receive payment of the Share Consideration in United States dollars.

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See *The Arrangement Procedure for the Surrender of Restricted Voting Shares and Payment of Share Consideration Letter of Transmittal* beginning on page [ ] below.

Q. What should I do if I have questions?

A. Patheon has engaged Georgeson as its proxy solicitation agent. Shareholders with questions should contact Georgeson in North America toll free at 1-866-656-4121 or internationally by dialing 781-575-2182 collect or by email at askus@georgeson.com.

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SPECIAL FACTORS

Background to the Arrangement

The Arrangement Agreement is the result of negotiations among representatives of the Company, the Independent Committee, JLL and DSM (both on behalf of themselves and on behalf of the Purchaser) and their respective advisors. The following is a summary of the principal events leading to the signing of Arrangement Agreement and the announcement thereof.

In early 2011, the Board hired James Mullen as Chief Executive Officer and soon thereafter Michael Lytton as Executive Vice President of Corporate Development and Strategy and General Counsel and charged them with developing a new operational and strategic plan for the Company. On September 9, 2011, Patheon announced the implementation of a new corporate strategy based on an operational transformation plan recommended by the newly-hired management team, which included:

- rationalizing Patheon s global footprint to enhance capacity utilization and efficiently focus ongoing capital investment on core, strategic businesses, and exiting businesses in which the Company was below scale, such as clinical packaging, non-sterile liquids, and creams and ointments;

- accelerating operational excellence programs in both the CMO and PDS businesses to increase efficiency, lower cost and better serve Patheon s customers;

- transforming existing CMO sites to function as centers of excellence focusing on specific technologies and production activities and closing sites that were redundant in their service offerings or had infrastructure that was outdated; and

- investing in the PDS business and expanding its presence in complementary, early drug development services.

In October 2011, Alexander Wessels, the then President and Chief Executive Officer of the DPP Business, initiated a meeting with Mr. Mullen to discuss potential strategic opportunities for Patheon and DSM, especially in light of the proximity of DSM s flagship sterile finished drug product (Drug Product) facility in Greenville, North Carolina to Patheon s headquarters in Durham, North Carolina as well as Patheon s lack of a US sterile facility (Patheon s existing three sterile facilities are in Europe and certain of its customers had expressed a desire for a US facility). Mr. Mullen had involvement with DSM prior to joining Patheon, having served as Chairman of the Board of a joint venture in which DSM was one of the joint venture partners. On October 12, 2011, Mr. Mullen and Mr. Lytton met with Mr. Wessels. The discussion at this meeting included possibilities for combining all or part of Patheon with the DPP Business, including DSM s business in active pharmaceutical ingredients (API), and each company s respective Drug Product businesses. At the time of the meeting, Patheon and DSM were already parties to a limited non-disclosure agreement concerning an unrelated sale of a facility, but had not entered into a general non-disclosure agreement with respect to strategic discussions. In addition to profiling each company and its respective business, the parties discussed the future of the API and Drug Products businesses of both Patheon and DSM. It was observed by both Mr. Mullen and Mr. Wessels that customer trends favored increased scale and larger players, that each party viewed the establishment of a greater presence in emerging markets as desirable, and that both companies were focused on improving profitability. Messrs. Mullen, Lytton and Wessels discussed at a high level the possible strategic rationale

of a business combination, but no specific proposals were made.

By early March 2012, approximately six months following the Company s initial implementation of its new corporate strategy, material improvements in Patheon s financial performance were becoming evident, including a potential increase in EBITDA, new contracts being awarded and the emergence of significant operational improvements.

On June 12, 2012, the Board and management of the Company (Management) reviewed the Company s competitive framework. The Board authorized Management to work on a growth strategy to be presented to the Board at the September 2012 Board meeting. It was the consensus of the Board that growth through acquisitions

would achieve faster results than an organic growth strategy, that Patheon s competitors were undertaking aggressive merger and acquisition (M&A) programs, and that there were a number of actionable target companies to pursue.

On June 18 and 19, 2012, Management held an off-site retreat to discuss growth through inorganic means. At this meeting, Management prioritized potential M&A targets, including Banner Pharmacaps Inc. (Banner). The Company began pursuing Banner following a presentation of Management s preliminary evaluation of Banner as an M&A candidate at a September 12, 2012 Board meeting. On October 29, 2012, Patheon entered into a purchase and sale agreement with Banner and on December 14, 2012 the acquisition of Banner was completed. In connection with this acquisition, the Company incurred approximately US$255 million of additional indebtedness and raised US$30 million of proceeds from the sale of Restricted Voting Shares in a rights offering to all Shareholders at a price of US$3.19 per share. The Board was aware that, as a result of the indebtedness incurred to acquire Banner, the Company would not likely be able to incur significant additional indebtedness in the near future and thus would, as a practical matter, be unable to pursue other material acquisitions until all or a portion of such indebtedness was repaid. Thus, it was decided that the Company would focus in the near term on integrating Banner, continuing implementation of its operational transformation plan, and seeking smaller add-on acquisitions.

In January 2013, Michel Lagarde and Dan Agroskin, managing directors of JLL and Patheon Board members, advised Messrs. Mullen, Grant and Lytton that JLL was interested in achieving liquidity for its investment in Patheon in 2013, provided that the price was acceptable. Messrs. Mullen, Grant and Lytton explained that, given the illiquidity of the Restricted Voting Shares, it was apparent to the parties that a transaction achieving this goal would likely be structured to provide liquidity for Patheon s public Shareholders. JLL s representatives indicated that JLL would be supportive of such a transaction structure. JLL and Management agreed to consider the viability of various strategic alternatives that might achieve JLL s liquidity goals under the appropriate circumstances.

On February 15, during a teleconference among Messrs. Lagarde and Agroskin and Messrs. Mullen, Grant, and Lytton, Messrs. Lagarde and Agroskin reiterated that JLL wanted to achieve liquidity for its affiliates investment in the Company and that, if Patheon s financial performance continued to improve, Management should consider exploring a potential strategic alternatives process, including by interviewing investment bankers and meeting with other private equity firms. As Patheon s financial performance in the first two quarters of its fiscal year was not yet known, Management did not take any action at that time as a result of these discussions with JLL.

On March 6, Messrs. Mullen, Lytton and Grant informed Derek Watchorn, one of Patheon s independent directors, of JLL s interest in achieving liquidity for its affiliates investment in the Company and thus the possibility of a potential future strategic or other transaction for the Company in 2013. Mr. Watchorn subsequently advised two other independent directors of the Company, Brian Shaw and David Sutin, of JLL s interest in achieving liquidity in its investment in Patheon.

At a Board meeting held on March 7, there was general discussion of JLL s interest in achieving liquidity. As part of this discussion, the Board considered the lack of liquidity of the Restricted Voting Shares as a rationale for a strategic transaction that would also provide liquidity to the Company s public Shareholders. The Board determined that it would be advisable to wait until it had an opportunity to review the Company s financial performance for the quarter ending April 30 and to further advance the integration of the Banner product business unit before engaging in any pursuit of a liquidity transaction. In light of JLL s interest in assessing liquidity alternatives Management arranged a series of discussions with private equity firms regarding their possible interest in Patheon.

On March 8, Mr. Mullen met with representatives of a global private equity firm to discuss Patheon and its business. No proposals were made by the private equity firm or by Mr. Mullen at the meeting.

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In late March, Mr. Mullen contacted Mr. Wessels of DSM to arrange a meeting to discuss the possibility of a potential combination or other transaction involving the two companies. Management s view was that DSM was a logical strategic partner given its ownership of the Greenville, North Carolina sterile products facility and its leadership position in API, a business closely related to Patheon s Drug Product business. In addition, Management believed that a potential transaction with DSM would benefit Patheon s long-term business through a significant increase in scale and presence in regions in which it was seeking to grow.

On April 8, Messrs. Mullen, Grant, and Lytton, on behalf of Patheon, and Mr. Lagarde, on behalf of JLL, met with Mr. Wessels, Michael Wahl, a senior corporate development executive of DSM and Prisca Havranek-Kosicek, Chief Financial Officer of the DPP Business, in Mountain Lakes, New Jersey. At the meeting, DSM s representatives expressed interest in a potential transaction with Patheon. Also on April 8, Patheon and DSM executed a non-disclosure agreement relating to such discussions. A number of possible transaction structures were discussed at a high level, including DSM acquiring Patheon, Patheon acquiring the DPP Business, and establishing a joint venture involving the two companies. The discussion topics also included the businesses and goals of each of Patheon and DSM.

On April 19, a follow-up meeting among representatives of Patheon, JLL and DSM, including Messrs. Mullen and Lytton, and Alex Bruni, Vice-President of Corporate Development of Patheon, Mr. Lagarde of JLL, and Messrs. Wessels and Wahl and Ms. Havranek-Kosicek of DSM, was held in Mountain Lakes, New Jersey. During this meeting, DSM s representatives indicated that DSM was not interested in buying Patheon but that it was interested in exploring the possibility of holding a minority interest in a joint venture between its DPP Business and Patheon, which would be run by Patheon s current management team. JLL presented a potential transaction structure in which a buying group including DSM and a more-recently established JLL fund that was not, at that time, an investor in Patheon would form a new entity (DSM-JLL Newco or Newco) to acquire, directly or indirectly, all of the outstanding Restricted Voting Shares (including Restricted Voting Shares held by JLL affiliates), thus providing liquidity to all holders of Restricted Voting Shares. DSM s representatives indicated that DSM required authorization from its supervisory board before proceeding further with discussions of a possible transaction and stated that they would contact Patheon following internal discussions.

Because neither JLL nor Patheon was aware of an anticipated timeframe within which DSM would contact Patheon regarding a potential transaction, between April 22-29, at JLL s suggestion, the Company interviewed five potential financial advisors to advise it with respect to undertaking a potential sale process with third parties relating to JLL s equity position or the equity of all Shareholders of the Company, in light of JLL s stated intent to achieve liquidity for its Patheon investment.

During the week of April 29, Mr. Mullen met with representatives of a second global private equity firm to discuss Patheon and its business. No proposals were made by the private equity firm or by Mr. Mullen at the meeting.

Also during this time, JLL and Management discussed alternative transaction structures for a possible DSM transaction, including having Patheon acquire the DPP Business, and potential options for having public Shareholders of Patheon continue to be shareholders in the combined entity. In considering the alternative of providing the public shareholders with the opportunity to acquire an equity interest in the combined entity, the Company noted that under this deal structure, the resulting entity would remain a public reporting company, and would have to continue to make public filings with the SEC and/or Canadian securities regulatory authorities, and to incur the costs associated with these filings. Additionally, it was noted that given the small number of shares that would be issued to the public in this structure, there would be very limited liquidity for these publicly held shares and JLL advised that DSM did not wish to hold a minority interest in a public company. Accordingly, JLL and the Company decided not to pursue this alternative as it was not deemed a viable transaction structure. During this time, JLL also indicated to Management

that it favored the DSM-JLL Newco transaction structure discussed at the April 19 meeting with DSM and that JLL did not expect to support alternative structures.

At a telephonic Board meeting held on May 20, Management provided the Board with an update on Patheon s progress in relation to the September 2011 strategic plan. Management advised that the next phase of the

Company s growth plan involved challenges and risks, including pressure from customers to increase scale to compete effectively, and that customers wished to reduce the number of vendors with which they did business. Management also discussed the need to make further significant acquisitions to address market dynamics, emphasizing the Company s future need to access capital if it wished to pursue strategic acquisitions and limitations on its ability to do so. The Board authorized management to negotiate possible terms for a limited scope engagement of Morgan Stanley, one of the financial advisors interviewed in late April, to provide a valuation of the Company that could be realized by shareholders through organic growth as compared to the value that could be realized through a near term sale process.

Also on May 20, JLL sent to Management a preliminary analysis of the economics of a potential transaction with DSM using the structure discussed on April 19. The analysis included, among other things, a management equity pool for management of DSM-JLL Newco of 7% of the fully diluted capitalization of DSM-JLL Newco after return of investor capital.

On May 21, Mr. Wahl called Mr. Lagarde to tell him that DSM wished to continue discussions regarding the DSM-JLL Newco transaction structure proposed by JLL on April 19 and that DSM would be responding in writing in the next few days. Mr. Wahl also indicated that management of the DPP Business was now authorized to engage in preliminary due diligence of Patheon to support the formation of the DSM-JLL Newco. Mr. Lagarde advised Messrs. Mullen, Grant and Lytton of his call from Mr. Wahl and that JLL was interested in exclusively pursuing the DSM-JLL Newco transaction with DSM, rather than any transaction involving other third parties, and would not be supportive of the Company further pursuing any steps toward a third party sale process. At this time, the Company s Canadian legal counsel, Dentons Canada LLP (Dentons), discussed with Mr. Lytton the processes that should be considered in the event that the Company decided to pursue a transaction with DSM and JLL in this context, which would include the establishment of a special committee of independent directors to consider the fairness of the transaction and to negotiate the transaction on the Company s behalf. Mr. Lytton notified Mr. Watchorn later that day of this development.

On May 21, Mr. Watchorn, as a representative of the independent directors met with Blake, Cassels & Graydon LLP (Blakes) and another Canadian law firm to discuss retaining a Canadian legal advisor to advise the independent directors in connection with the potential establishment of a committee of independent directors and ongoing discussions with JLL and DSM. After these meetings, the Committee decided to engage Blakes as its Canadian legal advisor. Blakes discussed the composition and mandate of a potential committee of independent directors with Mr. Watchorn and Dentons between May 21 and 28.

On May 28, Messrs. Mullen and Lytton called Mr. Watchorn and described their understanding of the proposed DSM-JLL Newco transaction structure as proposed on April 19.

Also on May 28, Mr. Lytton and Dentons participated in a previously-scheduled call with Morgan Stanley to discuss the information that Morgan Stanley would require in order to proceed with its preliminary valuation work on Patheon with respect to the potential sales process of Patheon. Based on DSM s and JLL s expressed interest in pursuing the specific DSM-JLL Newco transaction, and JLL s stated intention to not pursue or approve any transaction other than the DSM-JLL Newco transaction, Morgan Stanley s preliminary work on a potential sale process for the Company was suspended pending receipt of further direction from the Board.

Also on May 28, Mr. Lytton and Dentons spoke to Skadden, Arps, Slate, Meagher and Flom LLP (Skadden), counsel to JLL, to gain a better understanding of JLL s plans in relation to DSM and a potential sale transaction. Skadden indicated that, while it was premature to determine whether JLL would eventually support a transaction involving DSM, or to comment on what form that transaction might take, JLL suggested that the potential sale process to a third party be suspended to permit consideration, with the input of Management, of whether a transaction involving DSM

was viable. A Board meeting was called for May 31for the Board to consider these matters.

On May 31, an in-person Board meeting was held in New York. Management described and presented the strategic rationale, on a business level, for a possible combination of the DPP Business and Patheon as well as the structure for the transaction proposed by JLL to DSM on April 19, 2013.

At this meeting, Management expressed its preliminary view that a combination of Patheon with the DPP Business appeared compelling on a business level. JLL s request to have Management assist in investigating and performing due diligence on the DPP Business in connection with a potential transaction involving DSM was also discussed. The Board was advised that DSM had asked JLL for a letter of intent or term sheet to be provided to the managing board of DSM as early as June 30. The Board received a presentation from Dentons regarding the Board s fiduciary duties with respect to the potential strategic alternative processes available to the Company. JLL s representatives on the Board formally advised that they were representatives of affiliates of JLL funds that had an interest in participating in an acquisition of Patheon, as part of a buying group with DSM, if such a transaction was determined to be viable and accordingly, it was appropriate for them to declare their interest in any such transaction pursuant to Section 120 of the CBCA. Mr. Mullen, as well as Messrs. Lytton and Grant, also advised the Board that they may have interest in participating as equityholders in the new entity as part of a potential transaction and accordingly believed it was appropriate to declare their interests in a potential transaction on that basis. Finally, Mr. Viso, a director of the Company and holder of approximately 8.3% of the outstanding Restricted Voting Shares, declared his interest in such a transaction on the basis that he would also consider investing in the combined DSM-JLL Newco entity as part of a potential transaction. Following discussion of all of these factors, the Board authorized Management to conduct and report on an evaluation of whether a potential combination with the DPP Business was viable. It was agreed that if a transaction appeared viable, and if JLL subsequently determined to pursue a DSM-JLL Newco transaction, a special committee of independent directors consisting of Mr. Watchorn (as Chair), Mr. Shaw and Mr. Sutin would be formed to evaluate and negotiate a transaction on behalf of Patheon. Mr. Watchorn was authorized to direct the development of a mandate for the independent committee that was appropriate for the potential transaction. The Board noted that Morgan Stanley had not yet been engaged with respect to any alternative transaction process and had not yet performed any previously contemplated valuation work in contemplation of a sales process. The Board determined not to engage Morgan Stanley for that work given the developments to date regarding a potential transaction with JLL and DSM.

On June 4, at the request of JLL, Mr. Mullen met with JLL s largest limited partners to discuss the possible DSM-JLL Newco transaction.

On June 5, at JLL s request, Messrs. Mullen, Stuart and Lytton attended JLL s annual limited partners meeting. Also in attendance were executives of certain of JLL s portfolio companies. During the meeting, Paul Levy, Senior Managing Director of JLL, stated that JLL Fund V intended to exit Patheon during 2013 at a valuation of US$1.9 billion, which was in a range of 10x to 11x Pro Forma Adjusted EBITDA.

Also on June 5, JLL sent a term sheet to DSM for the DSM-JLL Newco transaction structure, together with due diligence request lists. The term sheet proposed a valuation of Patheon equal to US$1.9 billion based on a multiple of the Company s EBITDA, or such amount as might be subsequently agreed between JLL and DSM, and an exclusivity provision between JLL and DSM for sixty (60) days. The term sheet also contained a number of terms related to the capitalization, governance and operation of Newco.

Between June 5 and June 17, Messrs. Watchorn, Sutin and Shaw, in consultation with Blakes and Dentons and with input from counsel to JLL, developed a draft mandate for the special committee of independent directors.

On June 17, Management and representatives of JLL met with Messrs. Watchorn, Sutin and Shaw to discuss the upcoming June 21st Board meeting. At this meeting, JLL informed Messrs. Watchorn, Sutin and Shaw that JLL was

interested in exclusively pursuing the DSM-JLL Newco transaction with DSM and would not be supportive of the Company pursuing any further steps towards a third-party sale process.

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On June 18, Messrs. Lytton, Watchorn, Sutin and Shaw met in Toronto to discuss the draft mandate for the special committee of independent directors and engaged in further discussions with Blakes, Dentons and counsel to JLL from June 18 to 20 to finalize the mandate.

At the Board teleconference held on June 21, Management reviewed materials previously circulated to the Board, including Management s presentation on the status of the DSM-JLL Newco transaction and its contemplated structure, which continued to be consistent with the structure originally proposed by JLL on April 19, 2013, and the draft mandate for a special committee of independent directors developed by Messrs. Watchorn, Sutin and Shaw. While the Board noted that a number of other alternative transaction structures had been considered by Management, JLL had informed the Board of its intention to exclusively support the DSM-JLL Newco transaction structure with DSM and not to support or vote in favor of any alternative transaction. In light of JLL s stated intentions and having considered Patheon s inability to finance alternative acquisition transactions, the Board, following a declaration of interest by certain directors, then constituted the Independent Committee, consisting of Messrs. Watchorn, Shaw and Sutin with Mr. Watchorn to serve as chair. The Board also approved the Independent Committee mandate in the form recommended by the independent directors. Pursuant to the terms of its mandate, the Independent Committee was authorized and directed to, among other things, (i) consider whether the proposed DSM-JLL Newco transaction was in the best interests of the Company; (ii) negotiate the terms (including price) of the proposed transaction on behalf of the Company; (iii) consider any available alternatives to the proposed transaction; (iv) determine whether or not to make a recommendation to the Board as to whether or not to approve the proposed transaction; and (v) report to the Board as to the Independent Committee s recommendation (or that the Independent Committee is not making any recommendation) and its reasons and conclusions in respect thereof. In connection with its mandate, the Independent Committee was empowered to (a) retain, at the Company s expense, legal counsel and financial and other advisors as it considered necessary or desirable to advise the Independent Committee and to assist it in the execution of its mandate; (b) retain, at the expense of the Company, an independent valuator and supervise its preparation of a formal valuation in accordance with MI 61-101; and (c) direct management of the Company to assist the Independent Committee and its advisors as the Committee considered necessary or desirable for the fulfillment of its mandate. The Board also authorized Management to continue to assist JLL with its evaluation and negotiation of a possible transaction with DSM involving the acquisition of Patheon.

On June 24, the Independent Committee formally retained Blakes to act as its legal advisor and met telephonically on June 27 to discuss the retention of financial advisors, including an independent valuator as required pursuant to MI 61-101. From June 28 to July 3, the Independent Committee made information requests to four Canadian investment banks and requested responses on or before July 17.

Between June 22 and July 1, JLL, DSM, and Patheon Management discussed the due diligence process, although no materials were exchanged between the parties.

On July 2, representatives of Patheon (Mr. Mullen) and JLL (Messrs. Lagarde and Agroskin) met with representatives of DSM (Mr. Wahl and Stefan Doboczky, a member of the managing board of DSM) in London to discuss DSM s interest in pursuing a transaction with Patheon. DSM s representatives indicated that DSM was continuing to consider the impact on DSM of a potential transaction. The group determined to hold detailed joint management presentations on July 18, with diligence information to be initially exchanged between the parties prior to that meeting.

On July 3, Messrs. Mullen and Lytton had a telephone conversation with the members of Patheon s Independent Committee as well as Mr. Viso, a member of the Board, to update them on the progress to date. The Independent Committee and Mr. Viso had each asked Patheon Management to provide periodic updates on the status of the potential transaction, which Management did from time to time.

On July 13, DSM provided a revised term sheet to JLL for the DSM-JLL Newco transaction structure. The revised term sheet indicated that the US$1.9 billion enterprise valuation of Patheon was subject to DSM s due

diligence and made numerous changes to the terms relating to proposed governance and operations of the DSM-JLL Newco entity. The revised term sheet also provided for a management equity incentive pool of 5-10% of the fully diluted capitalization of DSM-JLL Newco after return of investor capital.

On July 15, each of DSM and Patheon made available documents to the other via an electronic data room.

On July 17, Messrs. Mullen and Lytton updated members of the Independent Committee as well as Mr. Viso on the status of the DSM-JLL Newco transaction. Also on July 17, the Independent Committee received proposals from the four Canadian investment banks to which the request for proposal had been sent.

On July 18, representatives of Patheon and JLL met in New York City with representatives of DSM to discuss a number of issues relating to the DSM-JLL Newco transaction structure, including which components of the DPP Business would be included, DSM s minority shareholder role, and DSM-JLL Newco s need for debt financing to finance the proposed transaction. DSM noted that it would not have authority to engage in due diligence until a meeting of its managing board on September 2, 2013. In advance of that meeting, the parties agreed to meet on August 13, 2013 to follow up on potential diligence issues, as well as for JLL and DSM to negotiate a non-binding letter of intent with respect to the DSM-JLL Newco structure. The parties also agreed to meet on August 14, 2013 to prepare a joint strategic/business plan, which would be presented to the DSM managing board on September 2, 2013.

On July 22, JLL sent further due diligence data requests to DSM, based on input from Messrs. Mullen, Grant, and Lytton.

On July 23, Messrs. Mullen, Lytton and Grant met with representatives of a third private equity firm to discuss Patheon and its business. No proposals were made by the private equity firm or by Messrs. Mullen, Lytton or Grant at the meeting.

On July 24, representatives of Patheon reviewed the agenda for the meetings on August 13-14 and an outline of the business plan with representatives of DSM. Also on July 24, Mr. Lytton updated members of the Independent Committee as well as Mr. Viso on the status of the discussions between Patheon, DSM and JLL.

On July 24 and 25, the Independent Committee and Blakes interviewed each of the four Canadian investment banks separately to discuss their proposals. The Independent Committee considered at length the sector experience of each bank, their relative experience in financial advisory mandates in relation to going private transactions involving Canadian entities, their experience in preparing formal valuations and their proposed fees.

On July 30, the Independent Committee met with Blakes present to further discuss the respective investment bank proposals and their relevant experience and proposed fees

On July 31, representatives of Patheon spoke again with representatives of DSM about progress on the joint business plan as well as preparations for the meetings on August 13-14. Also on July 31, Mr. Lytton updated Mr. Watchorn on the progress of the proposed DSM-JLL Newco transaction. Mr. Watchorn noted that the Independent Committee had interviewed four investment banks to potentially serve as financial advisor or independent valuator to the Independent Committee, and indicated that he was beginning fee negotiations with these banks on behalf of the Independent Committee.

On August 2, an update call was held among JLL, DSM and Patheon to review the status of the preparations for the meeting on August 13-14, DSM s progress in delivering supplemental due diligence materials to Patheon on August 5, the joint effort to prepare a strategic/business plan, and the DSM-JLL Newco transaction term sheet negotiation. It

was agreed that the parties would speak again on August 7 to assess progress.

Also on August 2, Messrs. Mullen and Lytton met with representatives of a fourth global private equity firm, at the private equity firm s request to discuss the possibility of pursuing a transaction involving Patheon.

Management and the private equity firm agreed to postpone further discussions until the end of August, by which time Management expected it would become more clear as to whether the DSM-JLL Newco transaction was likely to proceed. No additional discussions were pursued with the private equity firm.

Also on August 2, DSM delivered a revised term sheet for the DSM-JLL Newco transaction to JLL. The revised term sheet did not change the proposed valuation of Patheon but made changes to the valuation of the DPP Business and to the proposed governance and operations of the DSM-JLL Newco entity. The revised term sheet continued to provide for a management equity pool of 5-10% of the fully diluted capitalization of Newco.

From August 1 to 10, the Independent Committee considered, with the input of Blakes, Dentons and Management, the proposals by and interviews with the four Canadian investment banks. The Independent Committee considered, among other factors, the credentials of each bank and any relationships that each bank had with JLL and/or DSM (a summary of such information relating to RBC and BMO Capital Markets can be found in the section of this Proxy Statement entitled *Special Factors Fairness Opinion of RBC RBC s Relationships with Interested Parties* beginning on page [ ] below and *Special Factors Formal Valuation and Fairness Opinion of BMO Capital Markets* beginning on page [ ] below, respectively). On August 11, the Independent Committee invited RBC and BMO Capital Markets to submit revised fee proposals by August 13.

On August 8, Messrs. Mullen and Lytton met with representatives of a fifth private equity firm to discuss Patheon and its business. No proposals were made by the private equity firm or by Messrs. Mullen or Lytton at the meeting.

On August 13, representatives of Patheon, JLL and DSM met in New York for Patheon and DSM to deliver management presentations, with each company describing its key business units. On August 14, Patheon and DSM jointly presented a strategic plan for the two companies. JLL and DSM also continued to negotiate the DSM-JLL Newco term sheet. At the conclusion of the meetings, DSM indicated that it had received enough material for representatives of the DPP Business to request approval from the supervisory board of DSM on September 2 to continue pursuing the proposed transaction.

Also on August 13, the Independent Committee met telephonically, with Blakes present, to discuss certain queries that had been made by the investment banks in response to the request for revised fee proposals. Blakes communicated the responses of the Independent Committee to the investment banks on August 13 and indicated that a further fee proposal was requested by the Independent Committee by August 14. On August 14 revised proposals were presented by each of the investment banks. The Independent Committee met telephonically on August 15 and 16, with Blakes present, to discuss the revised proposals. The Independent Committee reviewed the information that had been provided by RBC regarding the passive limited partnership investment by an RBC affiliate in JLL Fund V (see *Special Factors Fairness Opinion of RBC RBC s Relationships with Interested Parties* beginning on page [ ] below for additional details), representing a very small proportion of the JLL Fund V investment in Patheon. The Independent Committee carefully assessed such information, including in light of its understanding that the JLL Fund V limited partners would receive the same consideration for the Restricted Voting Shares indirectly held by JLL Fund V as would be received by minority holders of Restricted Voting Shares pursuant to the proposed transaction, subject to the terms of the JLL Fund V limited partnership agreement. The Independent Committee also considered the other information that had been provided to it by the various banks. Based on the Independent Committee s assessment of the information it reviewed, including its view of each bank s relative strengths and weaknesses, it determined, in light of BMO Capital Markets and RBC s respective experience in acting for Canadian targets in connection with going-private transactions and acting for (and opposite) private equity funds, as well as each bank s sector expertise, both in Canada and the U.S. that its preferred advisors would be BMO Capital Markets as independent valuator, and RBC as financial advisor, subject in each case to certain amendments being made to the revised fee proposal provided by each of them on August 14.

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Following the meeting on August 16, Blakes contacted RBC and BMO Capital Markets on behalf of the Independent Committee and indicated that it was the Independent Committee s intention to engage RBC as financial advisor to the Independent Committee and BMO Capital Markets as independent valuator, subject in each case to the above-noted amendments being made.

The Independent Committee also held a second meeting on August 16 which Mr. Viso attended, during which the Independent Committee discussed with Mr. Viso the proposed transaction, including its proposed structure and timing, in order to update Mr. Viso and obtain the benefit of his guidance, and discussed his views on the proposed transaction.

The Independent Committee, with the input of Blakes, as well as Management and Dentons, engaged in discussions with BMO Capital Markets regarding the terms of their potential engagement between August 16 and 20. On August 21, Blakes contacted BMO Capital Markets on behalf of the Independent Committee to inform BMO Capital Markets that it had been selected for engagement as the independent valuator.

On August 23, Mr. Mullen met with Mr. Levy in New York to discuss, on a preliminary basis, JLL s 7% management equity pool proposal in the DSM-JLL Newco transaction, the possibility and terms of certain members of Management participating as equityholders in DSM-JLL Newco and roles in the combined company for Patheon Management members.

On August 26, a conference call was held among BMO Capital Markets, Blakes, Dentons and Management to discuss the process and timing for the preparation of a formal valuation of the Restricted Voting Shares by BMO Capital Markets in accordance with the requirements and standards of MI 61-101.

The Independent Committee, with the input of Blakes, Dentons and Management, engaged in discussions with RBC regarding the terms of their engagement between August 16 and 26. The Independent Committee met telephonically on August 26 to finalize the terms of RBC s engagement. On August 27, Blakes contacted RBC on behalf of the Independent Committee to inform RBC that it had been selected for engagement as the financial advisor to the Independent Committee.

Also on August 27, JLL provided a term sheet for a management equity incentive plan (MEIP) to Mr. Mullen. The term sheet provided for a management equity pool that would issue profits interests in DSM-JLL Newco in a total amount of up to 7% of the fully diluted capitalization of DSM-JLL Newco after return of investor capital, vesting over time and upon the occurrence of certain events. The term sheet did not address any equity participation by Patheon Management or provide for any additional equity incentives.

On September 3, JLL learned from Mr. Doboczky that DSM s supervisory board had authorized proceeding with due diligence to support a potential transaction. On September 4, Messrs. Mullen and Lagarde received further confirmation of such DSM authorization from Feike Sijbesma, the CEO of DSM.

On September 4, Messrs. Mullen and Lytton reported at the Board meeting the results of DSM s internal meetings, and, after discussing the level of expenses incurred on the potential transaction to date, the Board authorized Management to conduct due diligence on the DPP Business during the month of September, to visit its sites and to begin detailed legal and operational due diligence as Management was best positioned to evaluate the DPP Business and its potential fit with the business of Patheon. It was agreed that Management would report back to the Board in October on the results of this more detailed due diligence. The Independent Committee also advised the Board that it had intended to engage BMO Capital Markets as independent valuator and intended to engage RBC as financial advisor in connection with the potential DSM-JLL Newco transaction.

On September 5, the Independent Committee met with each of BMO Capital Markets and RBC to discuss the status and structure of the proposed transaction and the Independent Committee s and BMO Capital Markets and RBC s respective expectations with respect to the roles to be fulfilled by them in connection with the transaction

and the related process. Subsequently, the Independent Committee, in consultation with Blakes and Dentons, negotiated, finalized and executed an engagement letter with each of BMO Capital Markets and RBC.

During the next four weeks, teams from each of Patheon and DSM visited each other s sites; Patheon s internal diligence team supported by external consultants visited the DPP Business sites in Austria, Germany, Netherlands, and Italy. From September 23 to 25, members of the management teams of Patheon s three business units presented information about Patheon to a due diligence team from DSM, assisted by consultants, in New York City. Patheon s due diligence materials were exchanged, subject to arrangements between the two companies to provide for confidential treatment of competitively sensitive information. During this time period, Patheon Management supplied information to BMO Capital Markets, as independent valuator, and RBC, as financial advisor, to the Independent Committee for purposes of their respective engagements.

On September 10, RBC and BMO Capital Markets met telephonically with the Independent Committee and members of Management to discuss BMO Capital Markets and RBC s respective roles and the requirements and timing associated with the preparation of the formal valuation of the Restricted Voting Shares in accordance with the requirements of MI 61-101.

On September 13, Skadden distributed an initial draft of the Contribution Agreement between JLL and DSM to Management and Dentons for comment. The draft Contribution Agreement provided, among other things, that the closings of the transactions contemplated by the Arrangement Agreement were conditions precedent to the closing of the transactions contemplated by the Contribution Agreement.

On September 16, Skadden sent a draft of the Contribution Agreement to Latham & Watkins LLP (Latham), counsel to DSM, reflecting combined comments from JLL and Patheon Management.

Also on September 16, BMO Capital Markets and RBC met telephonically with members of Management, Blakes and Dentons to discuss the information that would be required in connection with each firm fulfilling its respective role in the proposed transaction. Additionally, on September 16 the Independent Committee met to discuss possible pricing of the proposed transaction and process and timing considerations.

In the evening of September 16, JLL, acting on behalf of the Purchaser, made a non-binding proposal to the Independent Committee to acquire all of the outstanding Restricted Voting Shares for US$8.25 per Restricted Voting Share in cash. The non-binding proposal was subject to equity and debt financing, confirmatory due diligence and definitive transaction documentation. The equity financing for the proposed transaction was to be provided by certain JLL affiliates and co-investors. JLL separately represented that significant progress had been made towards securing debt financing. The proposal also indicated that affiliates of JLL which owned more than a majority of the outstanding Restricted Voting Shares were solely interested in pursuing the transaction contemplated by the proposal and were not at that time willing to consider any alternative transaction.

On September 18, the Independent Committee met with Blakes and RBC to discuss the non-binding proposal provided by JLL and possible responses thereto, including remaining an independent public company, having regard to the position of the JLL Parties that they would not support alternative transactions. The Independent Committee, RBC and Blakes discussed the practicality of other value creation alternatives and the potential costs and risks associated with the alternatives in light of JLL s stated intentions. Following that meeting, Blakes, on behalf of the Independent Committee, acknowledged to Skadden receipt of the proposal and indicated that the Independent Committee was awaiting an indication of the valuation range determination from BMO Capital Markets before responding to the proposal.

Also on September 18, Messrs. Mullen and Lytton updated the Independent Committee on the status of the proposed transaction.

On September 27, there was a meeting in the Netherlands with Mr. Mullen representing Patheon, Messrs. Agroskin, Lagarde and Levy representing JLL, and Mr. Sijbesma, Mr. Doboczky and Philip Eykerman, head of corporate development and strategy for DSM, representing DSM to further discuss the terms of the transaction.

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From October 1 to 3, representatives of Patheon delivered management presentations to prospective debt lenders and equity investors in the Purchaser for the proposed transaction. On October 2, representatives of Patheon also presented a set of projections for Patheon s performance as a stand-alone entity, including Patheon s expected financial performance for the fiscal year ending October 31, 2013 and for the 2014 fiscal year, as well as a set of projections for the DPP Business for 2013 to 2015, to the Independent Committee, and also to RBC and BMO Capital Markets. The projections were based on Management and business unit leaders annual budget meetings from mid-September.

On October 3, Skadden provided to Blakes a draft of the DSM-JLL Newco transaction term sheet reflecting certain proposed indicative terms then being negotiated between JLL and DSM.

On October 4, Mr. Mullen met with Mr. Lagarde regarding the terms of the management equity pool in the DSM-JLL Newco transaction structure (the A Interests) previously proposed by JLL. Mr. Mullen also presented a formal proposal for a second set of profits interests (the B Interests) to be granted to specified members of senior management of Patheon who would participate as equityholders in DSM-JLL Newco in connection with the closing of the Arrangement. The formal proposal of the B Interests plan was a follow up to the discussions on August 23 where the B Interests plan had initially been described at a high level to Mr. Levy. Management s proposals included, among other things, a pool of A Interests equal to 15% of the fully diluted capitalization of DSM-JLL Newco vesting over time and subject to achievement of certain return thresholds for JLL with respect to its investment in DSM-JLL Newco.

On October 4, Skadden received a revised draft of the Contribution Agreement from Latham.

On October 7, Management and JLL met in New York City at JLL s offices for an interim due diligence report from the Patheon due diligence teams, assisted by several consultants.

On October 8, JLL worked together with Management on proposed debt commitment terms and sent these terms to five prospective lenders.

During October, DSM continued to conduct diligence on Patheon, and Patheon continued to conduct diligence on the DPP Business.

On October 9, the Independent Committee met with Blakes, BMO Capital Markets and RBC, during which meeting BMO Capital Markets provided an update with respect to the status of its preparation of a formal valuation of the Restricted Voting Shares, RBC provided an update regarding its interactions with Management and JLL, and Blakes provided an update regarding its understanding of the anticipated timing and approach regarding the negotiation of a definitive arrangement agreement between Patheon and the Purchaser and related matters.

On October 16, Management and JLL met in New York City at JLL s offices for another due diligence report from the Patheon due diligence team, assisted by several consultants.

Also on October 16, the Independent Committee held a meeting at which it received input from RBC on its work to date and from BMO Capital Markets based on its valuation work to date. At the request of the Independent Committee, BMO Capital Markets presented BMO Capital Markets preliminary views and analysis that might form the basis for its valuation of the Restricted Voting Shares. Although BMO Capital Markets work was not then complete, BMO Capital Markets provided its preliminary analysis of different valuation methodologies. Once BMO Capital Markets left the meeting, RBC discussed with the Independent Committee RBC s reaction to BMO Capital Markets preliminary valuation work. On October 16, Blakes, on behalf of the Independent Committee, transmitted to Skadden certain information requests relating to confirmation by JLL of the forecast inputs, certain other information

regarding synergies used by BMO Capital Markets in its preliminary valuation work and JLL s financial projections for the Purchaser.

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On October 17, Management presented the results of its due diligence review of the DPP Business to the Board. It was the consensus of the Board that Management should continue to move forward to assist JLL with its negotiations of a potential transaction with DSM. Patheon s fiscal 2014 budget was also approved at this meeting.

Also on October 17, Mr. Mullen and Mr. Lagarde discussed the terms of the A Interests.

On October 18, the Independent Committee met with Blakes and RBC to discuss a response to the JLL proposal made on behalf of the Purchaser. The Independent Committee considered in detail the terms of the proposal, possible alternatives and market conditions. Following this meeting, RBC called JLL to indicate that the Independent Committee would be prepared to support a cash offer price of US$10.25 per Restricted Voting Share by Newco, provided that the other terms of the transaction were acceptable. Following this conversation, Blakes, on behalf of the Independent Committee, delivered a formal response letter to Skadden. The October 18, 2013 communication from the Independent Committee provided considerations from the Independent Committee that might support this price, including the opportunity available to JLL that would not be available to the unaffiliated Shareholders of Patheon, such as synergies between Patheon and the DPP Business; the exclusivity of the process due to JLL s stated intention not to support any alternative transaction; Patheon s recent strong performance and on-going strategic transformation; the anticipated market reaction to this and future strong performance; and the information available to JLL relative to that of the Independent Committee.

In the evening of October 18, Skadden sent a first draft of the Arrangement Agreement to Blakes. Among other things, the draft provided for a financing condition in favour of Newco, no ability of Patheon to terminate the agreement to enter into a definitive agreement relating to a Superior Proposal (as defined in the Arrangement Agreement), no reverse termination fee payable to Patheon, and also for a termination fee equal to 3% of the equity value of Patheon to be payable by Patheon in certain circumstances.

On October 21, the Independent Committee met telephonically with Blakes and RBC to discuss the terms of the Newco proposal, initial reactions to the draft Arrangement Agreement and possible next steps regarding the proposed transaction and anticipated response by Newco.

During the week of October 21, JLL and Skadden began to negotiate transaction documents with DSM and Latham. Patheon Management and Dentons also provided advice to JLL and Skadden in connection with the negotiation of the Contribution Agreement with DSM and Latham.

On October 22, JLL sent the Independent Committee a revised proposal, that provided for a price of US$8.65 per Restricted Voting Share and representatives of JLL discussed the revised Newco proposal with RBC.

On October 23, the Independent Committee met with Blakes, BMO Capital Markets and RBC to review BMO Capital Markets update on its preliminary valuation work. During that meeting BMO Capital Markets indicated that it had received confirmation from JLL of the forecast inputs used by BMO Capital Markets in its previously prepared preliminary valuation work as well having been provided additional information regarding possible synergies relating to the transaction. In addition, BMO Capital Markets had considered further certain information regarding Patheon s investment in two Italian entities. As a result of the additional information and further considerations by BMO Capital Markets, although BMO Capital Markets work was not then complete, BMO Capital Markets provided an updated preliminary analysis to the Independent Committee and a preliminary indicative range of fair values for the outstanding Restricted Voting Shares of US$8.75 US$10.25 per Restricted Voting Share. Once BMO Capital Markets left the meeting, RBC discussed with the Independent Committee possible responses to the revised JLL proposal made on behalf of the Purchaser on October 22 and Blakes provided an overview of the draft Arrangement Agreement provided by the Purchaser on October 18.

Also on October 23, Management sent a revised term sheet for the A Interests and the B Interests to JLL, reflecting, among other things, a pool of A Interests equal to 10% of the fully diluted capitalization, after return of investor capital, vesting over time, upon the occurrence of certain events and upon achievement of certain return thresholds for JLL with respect to its investment in DSM-JLL Newco.

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On October 24, RBC, on behalf of the Independent Committee, responded to JLL in relation to the October 22 proposal, explaining the Independent Committee s view that an offer price substantially in line with its prior indication of US$10.25 per Restricted Voting Share was appropriate under the circumstances. RBC also indicated that the Independent Committee had received BMO Capital Markets preliminary analysis with respect to fair market value and provided JLL with a summary of BMO Capital Markets methodologies and preliminary conclusions.

On October 25, Messrs. Mullen and Lytton were invited by JLL to attend a meeting in New York City with the members of the Independent Committee at which Mr. Levy indicated that JLL might be willing to increase the offer on behalf of the Purchaser to US$9.20 per Restricted Voting Share and indicated that it was considering its options, including directly approaching Shareholders, if it was unable to agree to terms with the Independent Committee. The Independent Committee indicated that it would need further information from JLL including with respect to its financial projections for Newco and potential synergies from the Arrangement in order for the Independent Committee to consider reducing its prior price indication.

On October 26, the Independent Committee met telephonically with Blakes and RBC to discuss the status of the proposed transaction and the terms of other recent precedent going private transactions. Following that meeting, on October 26, Mr. Watchorn wrote, on behalf of the Independent Committee, to Mr. Levy to further explain the rationale of the Independent Committee in their considerations regarding the value of the Restricted Voting Shares, while recognizing, among other things, the effective inability of the Independent Committee to carry out a pre-signing market check process in light of JLL s stated position that it would support only the proposed DSM-JLL Newco transaction. The Independent Committee also requested that JLL provide it with additional information regarding JLL s assessments of value, so that the Independent Committee could review such information with RBC and consider whether any price less than US$10.25 might be acceptable to the Independent Committee.

On October 27, in response to the Independent Committee s request, JLL provided the Independent Committee with additional information analyzing the financial projections for Newco, including those provided to potential equity investors in Newco. JLL also provided the Independent Committee with an analysis of risks associated with the transaction that JLL asserted prevented it from raising its offer price above US$9.20 per Restricted Voting Share.

The Independent Committee met with RBC and Blakes on October 27, 28 and 29 to discuss the additional information provided by JLL and the other terms of a potential Newco transaction. The Independent Committee continued to negotiate with JLL during that period. On October 29, the parties reached agreement on a price of US$9.32 per Restricted Voting Share, subject to reaching agreement on the other terms of the transaction.

Also on October 29, Blakes provided a key issues list for the Arrangement Agreement to Skadden, and Skadden indicated that JLL did not perceive any of the identified issues to be unresolvable.

From October 29 through the week of November 4, Management and JLL continued to negotiate the terms of the A Interests.

From October 30 to November 1, Messrs. Mullen, Grant and Lytton attended a negotiating session in New York City with representatives of JLL and DSM, where JLL and DSM and their legal advisors continued to negotiate definitive documentation in relation to the Contribution Agreement.

On November 1, Messrs. Mullen and Lytton updated the Independent Committee on the status of the transaction process. An agreement in principle on certain open items in the Contribution Agreement, including among other things responsibility for certain pre-closing liabilities of the DPP Business and Patheon, was reached between JLL and DSM on November 2.

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On November 1, Blakes, on behalf of the Independent Committee, delivered a revised draft of the Arrangement Agreement to Skadden that included a variety of revisions requested by the Independent Committee, including the deletion of the requested financing condition in favour of the Purchaser, the ability of Patheon to terminate the agreement in order to enter into a definitive agreement relating to a Superior Proposal made in accordance with the terms of the Arrangement Agreement if the Purchaser did not exercise its matching rights , and a reverse termination fee payable to Patheon under certain circumstances. The revised draft also reflected comments of Dentons and the Company relating to the covenants that would be applicable to the Company post-signing and the representations and warranties to be provided by the Company. Blakes also requested that the Independent Committee be provided with current drafts of the Contribution Agreement between JLL and DSM, the equity and debt financing letters with respect to the transactions, compensation arrangements for the Purchaser s management, and a draft of the Plan of Arrangement and arrangement resolution.

On November 1, Borden Ladner Gervais LLP (BLG), Canadian counsel to JLL, provided to Blakes a draft copy of the Plan of Arrangement.

On November 2, Skadden sent a draft limited partnership agreement for JLL Holdco to Mr. Lytton and Goodwin Procter LLP (Goodwin), U.S. counsel to Patheon, which included the terms of the B Interests. Following the receipt of this draft, and through the week of November 11, Management, JLL, Skadden and Goodwin continued to negotiate the terms of the B Interests.

On November 2, 2013, Skadden discussed the draft Arrangement Agreement received from the Independent Committee with Dentons and Blakes. From November 3 to 15, JLL, DSM, Patheon and the Independent Committee and their respective legal counsel continued to negotiate the Arrangement Agreement and related documentation.

On November 4, BLG provided a draft form of voting agreement to Blakes. Also on November 4, Dentons provided to Blakes an initial draft of the Company disclosure letter that would be delivered to the Purchaser at the time the arrangement agreement was signed. On November 5, Skadden provided a draft of a commitment letter to be provided by certain lending banks to the Purchaser. On November 6, Skadden provided Blakes with the then current draft of the Contribution Agreement. On November 7, Skadden provided Blakes with a draft form of equity commitment letter to be provided by certain JLL affiliates that would invest equity in JLL Holdco in connection with the proposed transaction. On November 9, Goodwin provided to Blakes a draft term sheet setting out certain principal terms of the anticipated management compensation arrangements.

On November 7 and 11, the Independent Committee met with Blakes and RBC and discussed the status and terms of the transaction documentation and the significant open points as between the parties.

During the week of November 11, the parties continued to negotiate the Arrangement Agreement, the Contribution Agreement, the Plan of Arrangement and related schedules and disclosure documents. Also during this time, Mr. Viso confirmed to JLL, Management and representatives of the Independent Committee that he did not intend to make an investment in the Purchaser.

On November 15, the Independent Committee met with Blakes and RBC to review in detail the transaction documentation. Blakes reviewed the material terms and conditions included in the current draft of the Arrangement Agreement as negotiated to date, the key provisions included in the related transaction documentation, as well as a potential timeline following execution of the Arrangement Agreement. RBC reviewed with the Independent Committee the current market conditions and its views on the proposed equity commitment. Following this review, the Independent Committee engaged in detailed discussion and consideration of the terms of the proposed transaction, the outstanding issues and the Independent Committee s position on such issues which its counsel and financial advisor

were instructed to pursue.

From November 15 to 18, JLL, DSM, Patheon and the Independent Committee and their respective legal counsel continued to negotiate the Arrangement Agreement and related documentation, culminating in fully negotiated documents on November 18.

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By November 18, following extensive negotiations, the Purchaser had agreed to eliminate the financing condition, and the Independent Committee had (i) secured the right to terminate the Arrangement Agreement to enter into a definitive agreement relating to a Superior Proposal made in accordance with the terms of the Arrangement Agreement if Newco did not exercise its matching rights , (ii) negotiated a reverse termination fee of approximately 3.7% of the equity value of Patheon to be payable to Patheon in certain circumstances, as well as a lower reverse termination fee to be payable to Patheon in certain circumstances, and (iii) negotiated down the percentage of the termination fee to be payable by Patheon in certain circumstances, including upon entry into a Superior Proposal, to approximately 1.8% of the equity value of Patheon.

On November 18, the Independent Committee held a further meeting with BMO Capital Markets, RBC and Blakes in attendance during which it received presentations from BMO Capital Markets, RBC and Blakes, and considered the terms of the revised Arrangement Agreement, the proposed financing for the transaction, and certain other transaction documents and their related terms. BMO Capital Markets rendered its oral opinion that, subject to the assumptions, qualifications and limitations provided in its opinion, the fair market value of the Restricted Voting Shares was in the range of US$8.75 to US$10.25 per share as of November 18, 2013. BMO Capital Markets also provided its oral opinion to the Independent Committee to the effect that as of that date, and based upon and subject to the analyses, assumptions, qualifications and limitations that it discussed with the Independent Committee (which were subsequently set forth in its written opinion of such date) the Share Consideration to be received under the draft Arrangement Agreement by the Minority Shareholders was fair, from a financial point of view, to the Minority Shareholders. Also, RBC rendered an oral opinion to the Independent Committee, which opinion was subsequently confirmed in writing, to the effect that as of such date, and based upon and subject to the analyses, assumptions, qualifications and limitations that it discussed with the Independent Committee (which were subsequently set forth in its written opinion of such date), the Share Consideration to be received by the Minority Shareholders under the Arrangement was fair, from a financial point of view, to the Minority Shareholders. At the conclusion of such meeting, the Independent Committee concluded that the Arrangement was fair to the Company s unaffiliated Shareholders and in the best interests of the Company, and determined to recommend such conclusions to the Board and that the Board recommend that unaffiliated Shareholders vote in favour of the Arrangement Resolution at the Meeting.

The Board subsequently held a meeting on November 18 after TSX market close with Management, BMO Capital Markets, RBC, Dentons and Blakes in attendance during which it received presentations from BMO Capital Markets, RBC and Management, and considered the terms of the Arrangement Agreement and certain other transaction documents. At this meeting, BMO Capital Markets rendered its oral opinion that, subject to the assumptions, qualifications and limitations provided in its opinion, the fair market value of the Restricted Voting Shares was in the range of US$8.75 to US$10.25 per share as of November 18, 2013. BMO Capital Markets also provided an oral opinion, subsequently confirmed in writing, to the Board that the consideration to be received by the Minority Shareholders under the draft Arrangement Agreement was fair, from a financial point of view, to the Minority Shareholders. Also, RBC rendered an oral opinion to the Independent Committee, which opinion was subsequently confirmed in writing, to the effect that as of such date, and based upon and subject to the analyses, assumptions, qualifications and limitations that it discussed with the Board (which were subsequently set forth in its written opinion of such date), the Share Consideration to be received by the Minority Shareholders under the Arrangement was fair, from a financial point of view, to the Minority Shareholders. Each of BMO Capital Markets and RBC subsequently delivered its written opinion, dated November 18, 2013, to the Independent Committee and Board confirming its oral opinion. The full text of the written opinions of BMO Capital Markets and of RBC, each of which sets forth, among other things, the assumptions made, procedures followed, matters considered and qualifications and limitations on the review undertaken by each in rendering its opinion, are attached as Annexes D and E to this Proxy Statement, and are described in more detail below under the sections entitled *Special Factors Formal Valuation and Fairness Opinion of BMO Capital Markets* beginning on page [ ] and *Special Factors Fairness Opinion of RBC* beginning on page

[ ], respectively.

Following the BMO Capital Markets and RBC presentations to the Board, the Independent Committee reviewed with the Board its report, including a discussion of the reasons for the transaction described in the section of this

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Proxy Statement entitled *Special Factors Reasons for the Recommendation* beginning on page [ ] below. The Board meeting concluded with a move to vote on the proposed transaction. The Board (after each of Messrs. Levy, Lagarde, O Leary, Agroskin, and Mullen declared their respective interest in the Arrangement and the transactions contemplated by the Arrangement Agreement and their view that it was in the Company s best interests, and abstained from voting), unanimously resolved that the Arrangement is in the best interests of Patheon, the Share Consideration to be received by the unaffiliated Shareholders is fair to those Shareholders, and the Arrangement is fair to the unaffiliated Shareholders.

The Board has also unanimously recommended that the unaffiliated Shareholders vote in favour of the Arrangement Resolution.

The Arrangement Agreement and certain related transaction documentation were subsequently finalized and executed prior to TSX market open on November 19. On the morning of November 19, 2013, prior to the opening of the TSX, the Company issued a press release announcing that it had entered into the Arrangement Agreement.

Position of the Independent Committee as to Fairness

Independent Committee Mandate

On June 21, 2013, in light of JLL s stated intention to not support or approve any transaction other than the DSM-JLL Newco transaction (that would become the Arrangement) and having considered Patheon s inability to finance alternative acquisition transactions due to its current leverage and limited ability to obtain additional equity capital, the Board formed the Independent Committee, consisting solely of directors who are not officers or employees of Patheon or any of its affiliates or subsidiaries, with a mandate to: select an independent valuator; supervise the preparation of a formal valuation of the Restricted Voting Shares; supervise the negotiation and establishment of the terms of any transaction involving the acquisition of Patheon by the Purchaser, an acquisition entity formed by JLL Holdco, an affiliate of JLL Partners, Inc. and JLL Fund VI and DSM, on a basis considered to be in the best interests of the Company, subject to Board approval; consider any available alternatives, including their terms, potential benefits and risks; consider the terms of the participation in the transaction of Management, including Management s compensation arrangements; and report its findings in respect of any proposed transaction with the Purchaser or any other party to the Board and make such recommendations in respect of any such transaction and other matters as the Independent Committee considered appropriate. As an affiliate of JLL Fund V, JLL LLC 1 currently indirectly owns 55.7% of the outstanding Restricted Voting Shares, and therefore is a related party of the Company under MI 61-101, the Board was aware that any acquisition of the outstanding Restricted Voting Shares by the Purchaser, an affiliate of JLL Fund V, would constitute a business combination under MI 61-101, and would therefore be subject to the formal valuation, Majority-of-the-Minority Vote and other requirements of MI 61-101.

The Independent Committee s mandate was developed through numerous informal meetings prior to the establishment of the Independent Committee by the members of the committee with the input of its legal advisor and through discussions with the other directors of the Company, senior management of the Company and counsel to the Company and JLL.

Process

The Independent Committee received a formal valuation (the Valuation) of the Restricted Voting Shares, prepared under its supervision as contemplated by MI 61-101, from BMO Capital Markets as the independent valuator engaged by the Independent Committee (the Valuator). In addition, the Independent Committee was advised by RBC, as its financial advisor, and Blake, Cassels & Graydon LLP, as its independent legal advisor. The Independent Committee

also received the benefit of the advice of Canadian and U.S. legal advisors to the Company, Dentons, Goodwin and Hill Smith King & Wood LLP. The process

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undertaken by the Independent Committee included numerous meetings with the other directors of the Company, senior management and representatives of JLL, and extensive internal meetings of the Independent Committee and communications among its members and with its advisors. The Independent Committee received information requested from and provided by JLL and Management throughout its process.

Proposed Transaction

The proposed transaction contemplates the acquisition, directly or indirectly, by the Purchaser of all of the issued and outstanding Restricted Voting Shares (not already held by JLL) through a statutory plan of arrangement pursuant to Section 192 of the CBCA defined herein as the Plan of Arrangement , as contemplated by the Arrangement Agreement. Upon the Plan of Arrangement becoming effective, the business of Patheon and DSM s existing DPP Business will be combined pursuant to a Contribution Agreement among JLL Holdco, DSM and the Purchaser (the Combination).

Certain members of senior management of the Company, including Mr. Mullen, Mr. Lytton and Mr. Grant, will participate in the management of the combined business (the Key Management), and in connection therewith, are expected to enter into amendments to their existing employment arrangements with the Purchaser effective on closing of the Arrangement. Members of Key Management will receive a profits interest in the Purchaser that vests over time and is payable after the return of all invested capital in the Purchaser. Under the Arrangement, any Restricted Voting Shares held by members of Key Management will be exchanged for a cash payment under the Arrangement on the same terms as the unaffiliated Shareholders. The Arrangement Agreement contemplates (but is not conditional on) the forfeiture and cancellation of Company Options by certain members of Key Management that have agreed to do so in order to facilitate the Arrangement. Mr. Mullen has agreed to voluntarily forfeit and cancel all 4,000,000 of his in-the-money Company Options and that the other members of Key Management may be permitted to do the same prior to closing of the Arrangement. All Company Options not so forfeited will be cancelled in exchange for the cash payment referred to below pursuant to the Arrangement.

The principal steps of the Arrangement affecting current security holders of Patheon are summarized as follows:

1. Holders of Restricted Voting Shares including members of Management but excluding the JLL Parties and Shareholders exercising Dissent Rights will receive the Share Consideration, consisting of US$9.32 in cash for each Restricted Voting Share held.

2. Vesting of Company Options, other than those to be cancelled pursuant to the agreements with members of the Management of Patheon, will be accelerated and holders will receive the excess, if any, of US$9.32 over the exercise price per share, with all Company Options cancelled.

3. Holders of DSUs will receive US$9.32 in cash for each DSU held.

4. All of the outstanding Special Preferred Voting Shares will be purchased for cancellation for nominal consideration.

The Arrangement also includes a number of steps to facilitate the Combination in a structure in which the Purchaser will be the parent entity. The associated tax planning which has been proposed by the Purchaser has been reviewed by

the Company s advisors, who advise that such steps do not affect the entitlement of the Company s current Shareholders (other than any JLL Parties) under the Arrangement.

The Arrangement requires the following approvals by Shareholders:

(a) an affirmative vote of at least two-thirds (66 ⅔%) of the votes cast by Shareholders in respect of the Arrangement Resolution at the Meeting in person or by proxy; and

(b) a simple majority of votes cast by Shareholders in respect of the Arrangement Resolution at the Meeting in person or by proxy, other than by those Shareholders required to be excluded pursuant to Section 8.1(2) of MI 61-101 (see *The Arrangement Regulatory Law Matters and Securities Law Matters Securities Law Matters Minority Shareholder Approval* for details regarding the votes to be excluded).

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JLL LLC 1, a subsidiary of JLL Fund V, as the sole holder of Patheon s Special Preferred Voting Shares, has executed a written sole shareholder resolution approving the Arrangement.

The Arrangement is also subject to approval by the Court, receipt of Key Regulatory Approvals, and certain closing conditions customary for transactions of this nature.

Recommendation

Having undertaken a thorough review of, and carefully considered, the proposed Arrangement, and considered the availability and desirability of alternatives including continued independent pursuit by the Company of its current business plan, and the likelihood of achieving a more favourable transaction with a third party that would be supported by the JLL Parties; having received the Valuation from the Valuator and a fairness opinion (subject to the assumptions, qualifications and limitations set out in such opinion) from the Valuator that, as of November 18, 2013, the Share Consideration to be received under the Arrangement Agreement by the Minority Shareholders was fair, from a financial point of view, to such Shareholders as well as a fairness opinion dated November 18, 2013 from RBC to the effect that as of such date, and based upon and subject to the analyses, assumptions, qualifications and limitations set out in such opinion, the Share Consideration to be received by the Minority Shareholders under the Arrangement is fair, from a financial point of view, to such Shareholders; and having consulted with its financial and legal advisors, the Independent Committee has unanimously determined that the Arrangement is in the best interests of Patheon, the Share Consideration to be received by the unaffiliated Shareholders is fair to those Shareholders, and the Arrangement is fair to the unaffiliated Shareholders. The Independent Committee has also unanimously recommended that the Board approve the Arrangement and that the Board recommend that the unaffiliated Shareholders vote in favour of the Arrangement Resolution.

Reasons for the Recommendation

In evaluating and approving the Arrangement and in making its recommendations, the Independent Committee gave careful consideration to the current and expected future position of the business of the Company, the potential for a more favourable transaction, and all terms of the Arrangement Agreement and the Arrangement affecting the Shareholders. The Independent Committee considered a number of factors including, among others, the following:

- the Share Consideration of US$9.32 per Restricted Voting Share is equivalent to approximately CDN$9.72 per share (based on the daily noon exchange rate of the Bank of Canada on November 18, 2013 for one Canadian dollar expressed in the U.S. dollars), which represents a premium of approximately 64% to the closing price of the Restricted Voting Shares on the TSX on November 18, 2013, being the last trading day on the TSX prior to the announcement of the Arrangement, a premium of approximately 73% to the volume weighted average trading price for the Restricted Voting Shares on the TSX for the 20-day period ended November 18, 2013 and a premium of approximately 43% to the 52-week high for the period ended November 18, 2013 (of CDN$6.80) of the Restricted Voting Shares on the TSX;

- the JLL Parties indicated determination to pursue a sales process, and its clear and consistent indications to the Independent Committee both prior to and during the course of the negotiations that it was interested solely in pursuing the proposed transaction and not currently willing to support any alternative transaction; indications by Management that a sale process could require disclosure of competitively sensitive information to third parties that could impair the transaction proposed by the Purchaser; and the Independent Committee s conclusion, after

having consulted with its advisors, that it would not be viable to pursue alternative transactions, including a sale of the Company to a third party, and in particular, to conduct an auction of the Company;

DSM s indications to the Company that it was not prepared to participate in a transaction structure in which the combined entity would be publicly traded because of its concerns respecting the implications to its financial reporting and potential negative impact on obtaining debt financing required to complete the proposed transaction;

the Share Consideration to be paid to the unaffiliated Shareholders being well within the fair market value range for the Restricted Voting Shares of US$8.75 to US$10.25, as determined by BMO Capital Markets as the Valuator in the Formal Valuation and Fairness Opinion of BMO Capital Markets, subject to the analyses, assumptions, qualifications and limitations set out therein;

the limited liquidity of the Restricted Voting Shares, and the fact that the Share Consideration to be received by unaffiliated Shareholders is payable in cash and provides such holders with an opportunity to immediately realize a defined value for their Restricted Voting Shares;

that the Share Consideration of US$9.32 per Restricted Voting Share that resulted from the Independent Committee s negotiations with JLL on behalf of the Purchaser exceeded the initial offer price of US$8.25 per Restricted Voting Share received from the Purchaser;

after extended negotiations with JLL on behalf of the Purchaser including indications made by JLL to the Independent Committee that it was considering its options, including directly approaching Shareholders, if it was unable to agree to terms with the Independent Committee, the Independent Committee s conclusion that US$9.32 was the highest price per Restricted Voting Share that the Purchaser was prepared to pay for the Restricted Voting Shares and that further negotiation could have caused the Purchaser to directly approach Shareholders or abandon the proposed transaction or to propose a lower price than US$9.32 per Restricted Voting Share, thereby leaving the unaffiliated Shareholders without an opportunity to evaluate the US$9.32 per Restricted Voting Share proposal;

the Valuator having provided an opinion to the Independent Committee to the effect that, as at November 18, 2013, and based upon and subject to the assumptions, qualifications and limitations in its opinion, the Share Consideration to be received under the Arrangement by the Minority Shareholders was fair, from a financial point of view, to the Minority Shareholders;

RBC having provided an opinion to the Independent Committee dated November 18, 2013 to the effect that, as of that date, and based upon and subject to the analyses, assumptions, qualifications and limitations in its opinion, the Share Consideration to be received by the Minority Shareholders under the Arrangement was fair, from a financial point of view, to the Minority Shareholders;

the results of detailed discussions by the Independent Committee with representatives of JLL on behalf of the Purchaser, Management, the other directors on the Board and RBC respecting: the background to the Purchaser s proposed transaction; JLL s decision to pursue the transactions contemplated by the Arrangement Agreement and the Contribution Agreement; views on the Company s prospects, including its forecast and related risks and uncertainties;

the results of a review of the financial forecast and other financial and business information provided by Management of the Company respecting the business, operations, assets, financial performance and condition, operating results and prospects of the Company, including the long-term expectations regarding the Company s

operating performance; Management s assessment of current industry and economic conditions and trends and the Company s opportunities in that context; and the risks and uncertainties affecting the Company and its business;

the Company s determination that its ability to make add-on acquisitions in accordance with its plan was limited due to its current leverage and limited ability to obtain additional equity capital;

historical market prices and trading information with respect to the Restricted Voting Shares, including the extent to which there have been limitations on the liquidity of the Restricted Voting Shares;

the limited partners of JLL Fund V are to receive in connection with the Arrangement the same Share Consideration for the Restricted Voting Shares indirectly held by JLL Fund V as is to be received by Shareholders other than the JLL Parties, subject to the terms of the JLL Fund V limited partnership agreement;

until the week of November 11, the Independent Committee had understood that JLL Partners Fund V, L.P. would not be investing in the Purchaser. During that week, Skadden provided Blakes with a list of the various entities that would be investing in the Purchaser, which included JLL Partners Fund V, L.P., as well

as JLL Associates V (Patheon), L.P. Over the course of a number of discussions, JLL advised the Independent Committee and its advisors that the contemplated investment by JLL Partners Fund V, L.P. in the Purchaser was required by the advisory committee of JLL Partners Fund V, L.P. because, given the investment term of the fund, it is only permitted to invest in follow on investments, which would include an investment in the Purchaser. As a result of the foregoing, JLL declined the Independent Committee s request that JLL Partners Fund V, L.P. not make an investment in the Purchaser;

JLL Partners Fund V, L.P. and JLL Associates V (Patheon), L.P. have made commitments to invest US$50 million and US$60 million, respectively, in equity interests of JLL Holdco, resulting in a potential conflict of interest for JLL Associates V (Patheon), L.P. as the general partner of JLL Fund V. The potential conflict arises because, as the general partner of JLL Fund V, it has an interest in maximizing the consideration to be received by the JLL Fund V limited partners for the Restricted Voting Shares indirectly held by JLL Fund V and, as a participating investor in the Purchaser, it has an interest in minimizing the aggregate consideration paid by the Purchaser for such Restricted Voting Shares; however, the aggregate amount of equity commitments by JLL Partners Fund V, L.P. in JLL Holdco only represents approximately 6.8% of the amount to be received by the JLL Fund V limited partners under the Arrangement as consideration for the Restricted Voting Shares held indirectly by JLL Fund V, and the amounts to be reinvested by the JLL Associates V (Patheon), L.P. would not have been received by the limited partners of JLL Fund V in any event;

a number of limited partners in JLL Fund V also are limited partners in JLL Fund VI and, therefore, will continue to participate in the Company through JLL Partners Fund VI (Patheon), L.P. s investment in JLL Holdco;

the opportunity for certain limited partners of JLL Fund V and certain other co-investors who are not investors in JLL Fund V or JLL Fund VI to invest alongside JLL Fund V and JLL Partners Fund VI (Patheon), L.P. directly into JLL Holdco;

the Independent Committee s review of the terms of the Contribution Agreement and information relating to the transactions contemplated by that agreement provided by JLL and DSM;

the Arrangement Agreement being a result of arm s-length negotiations between the Independent Committee and JLL on behalf of the Purchaser; the terms of the Arrangement Agreement, including the Company s and the Purchaser s respective representations, warranties and covenants, and the conditions to their respective obligations; the Purchaser having committed financing; and the assessment of the Committee, after consultation with its legal counsel and Management, that such terms are reasonable;

the fact that the Debt Commitment Letter and the Equity Commitment Letter contain only limited and customary conditions, and the conclusion, following consultation with its advisors and receipt of information and representations from JLL, that the lenders and equity investors have the financial capacity to satisfy their respective commitments under the Debt Commitment Letter and the Equity Commitment Letter;

the review with RBC of the current condition of the debt markets, and the risks to the financing commitments of the Purchaser if conditions in the debt markets were to deteriorate;

the terms of the Arrangement Agreement and the Equity Commitment Letter that provide the Company with certain remedies to seek specific performance of (i) the Purchaser s obligations under the Arrangement Agreement, (ii) the Purchaser s obligation to exercise its rights and to enforce the obligations of the lenders under the Debt Commitment Letter, and (iii) the obligation of each of the Purchaser and JLL Fund VI to exercise its rights and to enforce the obligations of equity investors under the Equity Commitment Letter;

the obligation of the Purchaser to pay a reverse termination fee of US$49.255 million or US$24.628 million, as applicable, in certain circumstances (the Purchaser Fee); the guarantee on a several basis of the Purchaser Fee and certain other monetary obligations of the Purchaser under the Arrangement Agreement by JLL Fund VI as to 51% and DSM as to 49%; that each guarantor is believed to be a

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credible and reputable entity with the financial capacity to fund the payment of such monetary obligations; and that each guarantor is, as a result of the guarantee, incentivized to achieve completion of the Arrangement;

the fact that the Arrangement Agreement does not prevent a third party from making an unsolicited Acquisition Proposal; that, subject to compliance with the terms of the Arrangement Agreement, the Board is not precluded from considering and responding to an Acquisition Proposal that constitutes or would reasonably be expected to constitute or lead to a Superior Proposal at any time prior to the approval of the Arrangement by Shareholders; that in the event that a Superior Proposal is made and not matched by the Purchaser in accordance with the provisions of the Arrangement Agreement, upon payment by the Company to the Purchaser of a termination payment in the amount of US$23.643 million (the Termination Payment), the Arrangement Agreement may be terminated by the Company and the Company may enter into a definitive agreement with the third party making the Superior Proposal; the Independent Committee s judgment, after consultation by the Independent Committee with its legal and financial advisors, that the Termination Payment is reasonable in the context of similar fees that have been negotiated in other transactions and should not, in and of itself, preclude another party from making an Acquisition Proposal; that as a result of JLL s indirect majority ownership of the Restricted Voting Shares through JLL CoOp, the support of JLL CoOp would likely be a prerequisite to the success of any Acquisition Proposal; the obligations of JLL Holdco to DSM to complete the proposed Combination under the Contribution Agreement will limit the prospect that a third party will make an unsolicited Acquisition Proposal; the fact that the Company s obligation to provide the Purchaser with matching rights in respect of any Acquisition Proposal that constitutes a Superior Proposal together with its obligation to pay the Termination Payment to the Purchaser in the event that the Company terminates the Arrangement Agreement in order to accept a Superior Proposal may collectively further limit the interest of third parties in making an Acquisition Proposal;

the fact that if a Superior Proposal is made to unaffiliated Shareholders prior to the Company Meeting, unaffiliated Shareholders are free to support such Superior Proposal and vote against the resolution approving the Arrangement;

the Arrangement being subject to approval by the Court, which will consider, among other things, the fairness and reasonableness of the Arrangement to Shareholders;

the proposed employment of the executive officers and other Management as management of the Purchaser following the completion of the Arrangement; that Management holding Restricted Voting Shares will receive the Share Consideration for such Restricted Voting Shares under the Arrangement on the same terms as the unaffiliated Shareholders; and that Management may have the opportunity to voluntarily cancel and terminate Company Options and the opportunity to receive Class B Units of JLL Holdco;

the expectation that all regulatory clearances and approvals required in connection with the Arrangement will be obtained;

the fact that the parties to the Voting Agreements eligible to be counted in the Majority-in-the-Minority Vote own approximately 20.45% of the outstanding Restricted Voting Shares that will be counted toward satisfying the Majority-in-the-Minority Vote requirement (if the holders of all of the Restricted Voting Shares eligible to be counted in such vote, vote all their Restricted Voting Shares) and the parties to the Voting Agreements own approximately 66.08% of all outstanding Restricted Voting Shares and such parties have agreed with the Purchaser and the Company to vote their respective Restricted Voting Shares in favour of the Arrangement pursuant to Voting Agreements and to waive their dissent rights; the fact that the parties entering into Voting Agreements include Joaquin Viso, a director of the Company, and his spouse, Olga Lizardi, who hold in aggregate approximately 8.29% of the outstanding Restricted Voting Shares, and who are independent of each of JLL and Management; and the likelihood of satisfaction of the Majority-of-the-Minority Vote;

the likelihood that the other conditions to complete the Arrangement will be satisfied; and

the terms of the Arrangement, which provide, among other things, that registered Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise dissent rights and, if ultimately successful, receive fair value for their Restricted Voting Shares as determined by the Court.

The Independent Committee and the Board also considered a number of potential risks and potential negative factors relating to the Arrangement, including the following:

the fact that, following the Arrangement, the Company will no longer exist as an independent public company and unaffiliated Shareholders and other security holders of the Company will forego any future increase in value of the Restricted Voting Shares that might result from future growth and the potential achievement of the Company s long-term plans or the proposed combination of the Company s business with DSM s existing DPP Business, as well as any dividend or other distribution on the Restricted Voting Shares;

the fact that the value of the DPP Business and the business resulting from the combination has not been assessed and that the Independent Committee s understanding of the current and potential future value of the Combination and the opportunity to realize such value, together with the extent of resources required to be invested and the risks required to be assumed to realize such value, is limited;

the fact that if the Arrangement is not consummated and the Board decides to pursue another transaction, there can be no assurance that the Company will be able to find a party willing to pay an equivalent or more attractive price than the Share Consideration to be paid under the Arrangement;

the risks to the Company if the Arrangement is not completed, including the costs to the Company in pursuing the Arrangement and the diversion of Management attention from the conduct of the Company s business in the ordinary course after entering into the Arrangement Agreement;

the restrictions imposed pursuant to the Arrangement Agreement on the conduct of the Company s business during the period between the execution of the Arrangement Agreement and the completion of the Arrangement or the termination of the Arrangement Agreement;

the Purchaser being a newly-formed entity with minimal financial capacity, as the counterparty to the Company under the Arrangement Agreement, and the obligation of JLL Fund VI and DSM pursuant to their several guarantee of certain of the Purchaser s obligations under the Arrangement Agreement being limited in aggregate to the Purchaser Fee;

the conditions to the Purchaser s obligation to complete the Arrangement and the right of Purchaser to terminate the Arrangement Agreement under certain circumstances;

the restriction contained in the Arrangement Agreement on the Company s ability to solicit interest in an Acquisition Proposal from third parties and the limited potential that a third party may propose an Acquisition

Proposal after the Company enters into the Arrangement Agreement referred to above; and that, in the event that the Arrangement Agreement is terminated due to the failure of the Shareholders to pass the Arrangement Resolution other than as a result of a breach by the Purchaser, the Company must reimburse the Purchaser for certain expenses up to a limit of US$13 million;

the fact that the Arrangement will be a taxable transaction and, as a result, unaffiliated Shareholders will generally be required to pay taxes on any gains that result from their receipt of the Share Consideration pursuant to the Arrangement; and

that certain of the Company s directors and/or executive officers may receive separate benefits in their capacities as such in connection with the Arrangement, that are in addition to those to be received by the unaffiliated Shareholders in connection with the Arrangement.

The above discussion of the information and factors considered by the Independent Committee is not intended to be exhaustive but is believed by the Independent Committee to include the material factors considered by each member of the Independent Committee in his respective assessment of the Arrangement. In view of the wide

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variety of factors considered by each member of the Independent Committee in connection with their respective assessments of the Arrangement, and the complexity of such matters, the Independent Committee did not consider it practical, nor did any of them attempt, to quantify, rank or otherwise assign relative weights to the foregoing factors that it considered in reaching its decision. In addition, in considering the factors described above, individual members of the Independent Committee may have given different weights to various factors and may have applied different analyses to each of the material factors considered by the Independent Committee. The Independent Committee recommended the Arrangement based upon the totality of the information presented to and considered by it.

November 18, 2013 Derek J. Watchorn (Chairman)

Brian G. Shaw

David E. Sutin

Recommendation of the Independent Committee

In making its determinations and recommendations, the Independent Committee considered and relied upon a number of substantive factors, observed that a number of procedural safeguards were and are present to permit the Independent Committee to represent effectively the interests of Patheon, the Shareholders and Patheon s other stakeholders, and considered a variety of uncertainties, risks and other potentially negative factors concerning the Arrangement and the Arrangement Agreement (which the Independent Committee concluded were outweighed by the potential benefits of the Arrangement).

Having undertaken a thorough review of, and carefully considered, information concerning Patheon, the Purchaser and the Arrangement, as described above, and after consulting with independent financial and legal advisors, the Independent Committee has unanimously determined that:

(i) the Arrangement is in the best interests of Patheon,

(ii) the Share Consideration to be received by the unaffiliated Shareholders is fair to those Shareholders,

(iii) the Arrangement is fair to the unaffiliated Shareholders, and

(iv) the unaffiliated Shareholders should vote in favour of the Arrangement Resolution.

The Independent Committee has also unanimously recommended that the Board approve the Arrangement and that the Board recommend that the unaffiliated Shareholders vote in favour of the Arrangement Resolution.

The Independent Committee and the Board consider that unaffiliated Shareholders means all Shareholders, other than the JLL Parties and their affiliates, James Mullen and the directors and officers of Patheon.

DSM has advised that it and its affiliates do not own any Restricted Voting Shares. However, if DSM and its affiliates did obtain ownership of any Restricted Voting Shares, they would also not be considered unaffiliated Shareholders.

Recommendation of the Board

After careful consideration by the Board (with interested directors, being Messrs. Agroskin, Lagarde, Levy, Mullen, and O Leary, abstaining), the Board has unanimously concluded that:

(i) the Arrangement is in the best interests of Patheon (considering the interests of all affected stakeholders),

(ii) the Share Consideration to be received by the unaffiliated Shareholders is fair to those Shareholders,

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(iii) the Arrangement is fair to the unaffiliated Shareholders, and

(iv) the Company is authorized to submit the Arrangement Resolution to Shareholders for their approval at the Meeting.

The Board (with interested directors abstaining) has also unanimously determined to **recommend to the unaffiliated Shareholders that they vote FOR the Arrangement Resolution.**

In adopting the Independent Committee s recommendations and concluding that the Arrangement is in the best interests of Patheon (considering the interests of all affected stakeholders) and fair to unaffiliated Shareholders, the Board consulted with outside financial and legal advisors, considered and relied upon the same factors and considerations that the Independent Committee relied upon, as described above, and adopted the Independent Committee s analysis in its entirety.

Formal Valuation and Fairness Opinion of BMO Capital Markets

The Independent Committee retained BMO Capital Markets to prepare and deliver a formal valuation of the Restricted Voting Shares in compliance with MI 61-101 (the Formal Valuation of BMO Capital Markets) and to prepare and deliver an opinion as to whether the consideration to be received by Shareholders pursuant to the Arrangement, other than those Shareholders excluded from the Majority-of-Minority Vote pursuant to Section 8.1(2) of MI 61-101, was fair, from a financial point of view, to such Shareholders (the Fairness Opinion of BMO Capital Markets and, together with the Formal Valuation of BMO Capital Markets, the Formal Valuation and Fairness Opinion of BMO Capital Markets). Patheon, as of the date hereof, has determined that the Shareholders excluded from the Majority-of-Minority Vote pursuant to Section 8.1(2) of MI 61-101 are the JLL Parties and James Mullen.

Formal Valuation Required by MI 61-101

Pursuant to MI 61-101, a formal valuation is required for the Arrangement because it is a business combination in which a related party (each as defined in MI 61-101), specifically the Purchaser, an affiliate of the JLL Parties which currently control the Company, shall, as a consequence of the Arrangement, directly or indirectly, acquire the Company or the business of the Company, or combine with the Company, through an amalgamation, arrangement or otherwise, whether alone or with joint actors (as defined in MI 61-101).

MI 61-101 requires that the valuator for the formal valuation be an independent valuator as defined in MI 61-101 and that Patheon or an independent committee of directors of Patheon supervise the preparation of the valuation. As encouraged by the companion policy to MI 61-101, the Independent Committee supervised the preparation of the Formal Valuation of BMO Capital Markets.

Credentials and Independence of BMO Capital Markets

The Independent Committee selected BMO Capital Markets based on BMO Capital Markets qualifications, expertise and reputation and its knowledge of the business and affairs of the Company. BMO Capital Markets is one of Canada s largest investment banking firms, with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading, investment research and investment management. BMO Capital Markets has been a financial advisor in a significant number of transactions throughout North America involving public companies in various industry sectors, including the pharmaceutical industry, and has extensive experience in preparing valuations and fairness opinions and in transactions similar to the Arrangement.

The Independent Committee is satisfied that BMO Capital Markets is qualified and competent to provide the services under its engagement agreement with the Company dated September 11, 2013 (the Engagement Agreement) and is independent of all interested parties (as defined in MI 61-101) in the Arrangement within the meaning of MI 61-101 and is an independent valuator as required by MI 61-101.

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None of BMO Capital Markets or any of its affiliated entities:

- is an associated or affiliated entity or issuer insider (as such terms are defined for purposes of MI 61-101) of the Company, JLL or DSM, or any other interested party in the Arrangement or their respective associates or affiliates;

- is an advisor to JLL, DSM or any other interested party in connection with the Arrangement;

- is a manager or co-manager of a soliciting dealer group formed in respect of the Arrangement (or a member of such a group performing services beyond the customary soliciting dealer s functions or receiving more than the per security or per security holder fees payable to the other members of the group);

- has any financial incentive in respect of the conclusions reached in the Formal Valuation and Fairness Opinion of BMO Capital Markets or has any financial interest in the completion of the Arrangement;

- during the 24 months before BMO Capital Markets was first contacted by the Independent Committee in respect of the Arrangement, had a material involvement in an evaluation, appraisal or review of the financial condition of the Company, JLL, DSM, any other interested party in the Arrangement, or any of their respective associated or affiliated entities, or acted as a lead or co-lead underwriter of a distribution of securities of, or had a material financial interest in any transaction involving the Company, JLL, DSM or any other interested party in the Arrangement or of their respective affiliated entities; or

- is a lead or co-lead lender or manager of a lending syndicate in respect of the Arrangement.

BMO Capital Markets acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had, and may in the future have, positions in the securities of the Company, JLL, DSM or their respective associates or affiliates and, from time to time, may have executed, or may execute, transactions on behalf of such companies or clients for which it received or may receive compensation. As an investment dealer, BMO Capital Markets conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the Company, JLL, DSM or their respective associates or affiliates or the Arrangement.

In addition, in the ordinary course of its business, BMO Capital Markets or its controlling shareholder, Bank of Montreal (the Bank) or any of their affiliated entities may have extended or may extend loans, or may have provided or may provide other financial services, to the Company, JLL, DSM or their respective associates or affiliates.

Except as explained herein, there are no understandings, agreements or commitments between BMO Capital Markets and the Company, the Purchaser, JLL, DSM, other interested parties in the Arrangement or any of their respective affiliated entities with respect to future business dealings.

Engagement Agreement with BMO Capital Markets

Under the terms of the Engagement Agreement, BMO Capital Markets has been paid aggregate fees of CDN$1.25 million in connection with the preparation and delivery of the Formal Valuation and Fairness Opinion of BMO Capital Markets. BMO Capital Markets will also be reimbursed for its reasonable out-of-pocket expenses, including reasonable fees paid to its legal counsel in respect of advice rendered to BMO Capital Markets in carrying out its obligations under the Engagement Agreement, and is to be indemnified by the Company in certain circumstances. No part of BMO Capital Markets fees or expense reimbursement was or is contingent upon the conclusions reached in the Formal Valuation and Fairness Opinion of BMO Capital Markets or the outcome of the Arrangement or any other transaction. The fees payable to BMO Capital Markets were agreed between BMO Capital Markets and the Independent Committee.

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The Formal Valuation and Fairness Opinion of BMO Capital Markets

The full text of the Formal Valuation and Fairness Opinion of BMO Capital Markets, dated November 18, 2013, is attached as Annex D to this Proxy Statement. A copy of the Formal Valuation and Fairness Opinion of BMO Capital Markets will be sent to any Shareholder without charge upon request to the Secretary of the Company. Minority Shareholders should read the Formal Valuation and Fairness Opinion of BMO Capital Markets in its entirety for a discussion of the assumptions made, procedures followed, matters considered and limitations on the review undertaken by BMO Capital Markets in rendering same. This summary is qualified in its entirety by reference to the full text of the Formal Valuation and Fairness Opinion of BMO Capital Markets. The Formal Valuation and Fairness Opinion of BMO Capital Markets has been prepared and provided solely for the use of the Independent Committee and the Board and for inclusion in the Proxy Statement and may not be used or relied upon by any other person without the prior written consent of BMO Capital Markets. The Formal Valuation and Fairness Opinion of BMO Capital Markets addressed only the valuation of the Restricted Voting Shares and the fairness, from a financial point of view, of the consideration to be received by Minority Shareholders pursuant to the Arrangement as of the date of the Formal Valuation and Fairness Opinion of BMO Capital Markets and did not address any other aspects of the Arrangement. The Formal Valuation and Fairness Opinion of BMO Capital Markets makes no recommendation to Shareholders with respect to the Arrangement, including how Shareholders should vote in respect of the Arrangement Resolution.

In connection with the Formal Valuation and Fairness Opinion of BMO Capital Markets, BMO Capital Markets reviewed, considered and relied upon or carried out, among other things, the following:

certain financial statements, public disclosure documents, certificates and other public information available on the Company;

projected financial information for the Company for the fiscal years ending October 31, 2013 to October 31, 2017, dated September 18, 2013 (the Financial Forecast) prepared by the Company s senior management;

a management presentation presented to BMO Capital Markets by senior management of the Company on October 2, 2013, which included discussion of industry trends and company initiatives, which support the Company s Financial Forecast, as well as details of the proposed combination with the DPP Business;

a preliminary term sheet between JLL and DSM, dated September 26, 2013;

a draft arrangement agreement between the Company and the Purchaser, dated November 18, 2013;

a credit agreement dated December 14, 2012;

discussions with senior management of the Company with respect to the information referred to above and other issues considered relevant, including tax, working capital, other expected future costs, cost synergies and the outlook for the Company;

representations contained in a representation letter addressed to BMO Capital Markets dated November 18, 2013, signed by the Chief Executive Officer and Executive Vice President, Chief Financial Officer of the Company (the Officers Certificate) as to, among other things, the completeness and accuracy of the information upon which the Formal Valuation and Fairness Opinion of BMO Capital Markets is based;

discussions with members of the Independent Committee and legal counsel to the Independent Committee;

various research publications prepared by equity research analysts and independent third-party market research, regarding the contract manufacturing and pharmaceutical development services segments of the pharmaceutical industry, the Company, and other selected public companies considered relevant;

public information relating to the business, operations, financial performance and stock trading history of the Company and other selected public companies considered relevant;

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public information with respect to precedent transactions considered relevant; and

such other information, investigations, analyses and discussions (including discussions with senior officers of the Company, the Company s external legal counsel, and other third parties) as BMO Capital Markets considered necessary or appropriate in the circumstances.

Management provided BMO Capital Markets with access to an electronic data room containing financial and other information regarding the Company, and provided further information requested by BMO Capital Markets. To the best of BMO Capital Markets knowledge, it was not denied access by the senior management to any information requested by BMO Capital Markets.

In arriving at the conclusions contained in the Formal Valuation and Fairness Opinion of BMO Capital Markets, BMO Capital Markets assumed and relied upon, without independent verification, the completeness, accuracy and fair presentation of all information that was publicly available or supplied or otherwise made available to BMO Capital Markets, and of the representations (including the representations made in the Officers Certificate) provided to BMO Capital Markets by the Company and its subsidiaries and any of their respective officers, directors, employees, consultants, advisors and representatives. With respect to the forecasts, including the Financial Forecast, projections, estimates and budgets of the Company provided to and used in BMO Capital Markets analysis, BMO Capital Markets assumed that they were reasonably prepared on bases reflecting the best currently available assumptions, estimates and judgments of the Company s senior management as to the matters covered thereby. In addition, BMO Capital Markets assumed that the executed Arrangement Agreement will not differ materially from the draft reviewed by it and that the Arrangement would be consummated in accordance with the terms and conditions set forth in the Arrangement Agreement without any waiver of, or amendment to, any terms or conditions that is any way material to the analysis of BMO Capital Markets in the Formal Valuation and Fairness Opinion of BMO Capital Markets.

BMO Capital Markets is not a legal, tax or regulatory advisor. BMO Capital Markets is a valuator and financial advisor only and has relied upon, without independent verification, the assessment of the Company and its legal, tax and regulatory advisors with respect to legal, tax or regulatory matters. The Formal Valuation and Fairness Opinion of BMO Capital Markets was rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of November 18, 2013 and the condition and prospects, financial and otherwise, of the Company, its subsidiaries and other material interests as they were reflected in the information reviewed by BMO Capital Markets. In its analyses and in preparing the Formal Valuation and Fairness Opinion of BMO Capital Markets, BMO Capital Markets made numerous judgments with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of any party involved in the Arrangement. BMO Capital Markets disclaimed any undertaking or obligation to advise any person of any change in any fact or matter affecting the Formal Valuation and Fairness Opinion of BMO Capital Markets of which it may become aware after November 18, 2013.

In arriving at its opinion, BMO Capital Markets was not authorized to solicit, and did not solicit, interest from any party with respect to any transaction involving the Company or any of its assets. BMO Capital Markets expressed no opinion in the Formal Valuation and Fairness Opinion of BMO Capital Markets concerning the future trading prices of the securities of the Company.

BMO Capital Markets based the Formal Valuation and Fairness Opinion of BMO Capital Markets upon a variety of factors. Accordingly, BMO Capital Markets believed that its analyses must be considered as a whole. Selecting portions of its analyses or the factors considered by BMO Capital Markets, without considering all factors and analyses together, could create a misleading view of the process underlying the Formal Valuation and Fairness Opinion of BMO Capital Markets. The preparation of a valuation is a complex process and is not necessarily

susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis.

The Formal Valuation and Fairness Opinion of BMO Capital Markets was approved by a group of BMO Capital Markets directors and officers, each of whom is experienced in mergers, acquisitions, divestitures, valuations and fairness opinions.

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Shareholders are urged to read the Formal Valuation and Fairness Opinion of BMO Capital Markets in its entirety. The full text of the Formal Valuation and Fairness Opinion of BMO Capital Markets, setting out the assumptions made, matters considered, limitations and qualifications on the review undertaken, is attached as Annex D to this Proxy Statement and will be available at www.sedar.com under Patheon s profile and via EDGAR at www.sec.gov. A copy of the Formal Valuation and Fairness Opinion of BMO Capital Markets will be sent to any Shareholder without charge upon request to the Secretary of the Company.

Valuation Methodology

In rendering the Formal Valuation and Fairness Opinion of BMO Capital Markets, BMO Capital Markets utilized, without independent verification, among other things, management s Financial Forecast for the fiscal years ending October 31, 2013 to October 31, 2017 included in *Special Factors Patheon Financial Projections* .

For the purposes of the Formal Valuation and Fairness Opinion of BMO Capital Markets, in accordance with MI 61-101; fair market value means the monetary consideration that, in an open and unrestricted market, a prudent and informed buyer would pay to a prudent and informed seller, each acting at arm s length with the other, where neither party is under any compulsion to act. As required by MI 61-101, BMO Capital Markets did not make any downward adjustment to the fair market value of the Restricted Voting Shares to reflect the liquidity of the Restricted Voting Shares, the effect of the Arrangement on the Restricted Voting Shares or the fact that the Restricted Voting Shares held by individual Shareholders do not form part of a controlling interest. A valuation prepared on the foregoing basis is referred to as an en bloc valuation. Nor did BMO Capital Markets ascribe any value to the Special Preferred Voting Shares, all of which are owned by JLL LLC 1, for purposes of the Formal Valuation or the Fairness Opinion of BMO Capital Markets.

In connection with its financial analyses, BMO Capital Markets relied on the Company s pro forma FY2013E EBITDA. The Company made certain adjustments to its FY2013E EBITDA to reflect the annualized pro forma impact of:

- synergies and operational excellence initiatives realized through the Banner Life Sciences (BLS) segment;
- operational excellence initiatives realized through the CMO and PDS segments;
- savings realized through site closures including the Caguas facility in Puerto Rico and the Olds facility in Alberta, Canada; and
- variable employee compensation expense reflective of the pro forma adjustments.

Pro Forma FY2013E (PF FY2013E) EBITDA was estimated at US$177.8 million by the Company s senior management including the foregoing annualized pro forma adjustments.

For purposes of determining the fair market value of the Restricted Voting Shares, BMO Capital Markets considered three methodologies: precedent transactions; discounted cash flow; and comparable trading. The following is a summary of the material financial analyses performed by BMO Capital Markets in connection with the preparation of the Formal Valuation and Fairness Opinion of BMO Capital Markets. The financial

analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses used by BMO Capital Markets, the tables must be read together with the text of each summary and the full text of the Formal Valuation and Fairness Opinion of BMO Capital Markets. The tables alone do not constitute a complete description of the financial analyses. The analyses listed in the tables and described below must be considered as a whole; considering only a portion of such analyses and of the factors considered, could create a misleading or incomplete view of the process underlying the Formal Valuation and Fairness Opinion of BMO Capital Markets.

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Precedent Transactions Methodology

BMO Capital Markets identified and reviewed 16 transactions since 2007 within the commercial manufacturing industry and 16 transactions since 2007 in the contract research industry which BMO Capital Markets determined are relevant with respect to the Company s CMO, BLS and PDS segments. BMO Capital Markets compared the Company to the target companies identified in the relevant transactions with respect to certain characteristics of the target including, among other things, relative size, relative market position, and business prospects at the time of the transaction. A summary of the precedent transactions reviewed is presented below:

US$ millions

Date Announced	Target	Acquiror	EV	EV / EBITDA LTM	EBITDA Margin LTM
Commercial Manufacturing Organizations					
21-May-13	Xellia Pharmaceuticals AS	Novo Group	$ 700		
6-Mar-13	Althea Technologies, Inc.	Ajinomoto Co., Inc.	$ 175		
31-Dec-12	JHP Pharmaceuticals, LLC	Warburg Pincus LLC	$ 195		
29-Oct-12	Banner Pharmacaps Inc. and Sobel USA Inc.	Patheon Inc.	$ 269	10.8x	9.2%
4-Oct-12	Metrics, Inc.	Mayne Pharma Group Ltd	$ 105(1)	6.5x	31.2%
6-Aug-12	Aenova Holding GmbH	BC Partners	$ 618(2)	9.4x(3)	21.2%
9-Jan-12	BioReliance Corporation	Sigma-Aldrich Corporation	$ 353	11.9x(4)	23.5%
22-Aug-11	Aptuit Inc., Clinical Trial Supplies Business	Catalent Pharma Solutions, Inc.	$ 407	10.1x(5)	20.4%
4-Apr-11	Capsugel, Inc.	Kohlberg Kravis Roberts & Co. L.P.	$ 2,375	11.3x	28.0%
24-Feb-11	Lancaster Laboratories, Inc.	Eurofins Scientific SA	$ 200	8.0x	21.7%
30-Apr-08	BASF, Pharmaceutical Contract Manufacturing Business	Dr. Reddy s Laboratories Ltd.	$ 40	6.2x	15.0%
6-Feb-08	Xellia Pharmaceuticals AS	3i Group Plc	$ 395	8.1x	26.1%
3-Aug-07	Lipa Pharmaceuticals	CK Life Sciences	$ 100	9.6x	13.4%
1-Aug-07	Brookwood Pharmaceuticals, Inc.	SurModics, Inc.	$ 40	13.5x	19.5%
24-Apr-07	HollisterStier Laboratories	Jubiliant Life Sciences Ltd.	$ 123(6)	11.2x	19.8%
25-Jan-07	Catalent Pharma Soluions, Inc.	The Blackstone Group	$ 3,217	14.3x(7)	13.9%
Mean Commercial Manufacturing Organizations				10.1x	20.2%
Median Commercial Manufacturing Organizations				10.1x	20.4%
Contract Research Organizations					
24-Jun-13	PRA International Inc	Kohlberg Kravis Roberts & Co. L.P.	$ 1,300	13.0x	
31-Oct-12	Sygene International Ltd	General Electric Capital Corporation	$ 301(2)	9.8x(8)	34.0%
2-Oct-11			$ 3,404	10.5x	20.3%

	Pharmaceutical Product Development, LLC	Hellman & Friedman; The Carlyle Group			
9-May-11	Medpace, Inc.	CCMP Capital Advisors, LLC	$ 741	11.8x	
4-May-11	Kendle International Inc.	INC Research, LLC	$ 348	13.7x	5.9%
28-Feb-11	Diosynth RTP, Inc. and MSD Biologistics (UK) Ltd	FUJIFILM Holdings Corporation	$ 329(2)		
27-Dec-10	ReSearch Pharmaceutical Services, Inc.	Warburg Pincus LLC	$ 254	14.9x(9)	6.2%
19-Aug-10	INC Research, LLC	Avista Capital Holdings, LP; Teachers Private Capital	$ 600	10.0x	
6-May-10	inVentiv Health, Inc.	Thomas H. Lee Partners, L.P.	$ 1,164(10)	8.0x	13.4%
2-Sep-09	MDS Analytical Technologies (US) Inc.	Danaher Corp.	$ 650	11.4x	15.6%
3-Feb-09	Pharmanet Development Group, Inc.	JLL Partners	$ 186	5.7x	7.2%
20-Mar-08	Premier Research Group plc	ECI Partners	$ 177(2)	10.6x	10.8%
3-Jan-08	Apptec Laboratory Services, Inc.	WuXi Pharmatech	$ 164	17.1x	13.7%
21-Dec-07	Quintiles Transnational Corp.	3i Group Plc; Bain Capital; TPG Capital, L.P.	$ 2,860	11.8x(11)	12.6%
24-Jul-07	PRA International, Inc.	Genstar Capital, LLC	$ 758	13.4x	14.8%
18-Jul-07	WIL Research	American Capital	$ 500	12.6x	25.4%
Mean Contract Research Organizations				11.6x	15.0%
Median Contract Research Organizations				11.8x	13.5%

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Source: Company filings, press releases, consensus estimates, MergerMarket and Deal Pipeline

Note: EV = Enterprise Value (market value of equity plus net debt, preferred stock, and minority interest less unconsolidated investments); LTM = last twelve months; NTM = next twelve months.

(1) Enterprise value excludes US$15 million contingent payment.
(2) Converted in US$ as per exchange rate at announcement date.
(3) Based on estimate FY 2012 EBITDA.
(4) LTM EBITDA implied based on NTM EBITDA margin.
(5) Based on FY 2011 revenue and EBITDA.
(6) Enterprise value excludes US$16 million contingent payments.
(7) Based on FY 2006 EBITDA.
(8) LTM revenue and EBITDA implied based on management estimates of growth and margins.
(9) EBITDA is inclusive of fee and costs associated with the European acquisitions and Paramax acquisition.
(10) Cash inclusive of restricted cash related to security deposits for the London office in the inVentiv Communications segment.
(11) Based on FY 2006 revenue and EBITDA.

Based on the foregoing, BMO Capital Markets believed that the appropriate enterprise value to LTM EBITDA multiples were in the range of 10.0x to 11.0x for the CMO and BLS business segments, and 11.0x to 13.0x for the PDS business segment. The Company s PF FY2013E EBITDA was selected as the basis for the Company s LTM EBITDA. The selected multiple ranges were based on BMO Capital Markets review of the precedent transactions and consideration of (i) the similarities of the business mix, industry market share and financial profiles of the target relative to the Company s CMO, PDS and BLS segments and (ii) respective industry conditions at the time of the transaction. The following table is a summary of the fair market value of the Restricted Voting Shares resulting from the selection of the foregoing precedent transaction multiple range:

US$ millions, except per share data	**Benchmark**	**Selected Multiple Range**		**Value Range**	
		Low	**High**	**Low**	**High**
EV / LTM EBITDA					
PF FY2013E EBITDA	$ 177.8				
CMO and BLS[1]	$ 140.5	10.0x	11.0x	$ 1,405.3	$ 1,545.9
PDS[1]	$ 37.3	11.0x	13.0x	$ 410.1	$ 484.6
Enterprise value				$ 1,815.4	$ 2,030.5
Less: net obligation adjustments[2][3]				(573.2)	(573.2)
En bloc equity value				$ 1,242.2	$ 1,457.3
Fully diluted Shares outstanding[4]				152.0	152.0
En bloc equity value per Share				**$ 8.17**	**$ 9.59**

(1) Corporate G&A costs have been allocated pro rata each segment s revenue.

(2) See Discounted Cash Flow Methodology section of the Formal Valuation and Fairness Opinion of BMO for details.
(3) Proceeds from in-the-money options are included in the net obligations adjustments.
(4) Includes dilution from implied in-the-money options.

Discounted Cash Flow Methodology

BMO Capital Markets performed a discounted cash flow analysis, which is designed to provide an implied value of a company by calculating the present value of the estimated future cash flows and terminal value of the Company. BMO Capital Markets calculated a range of implied equity values per share for the Restricted Voting Shares based on estimates of future unlevered after tax free cash flows from August 1, 2013 to

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October 31, 2017 and the terminal value as of October 31, 2017 for unlevered after tax free cash flows after that date. In preparing its analysis, BMO Capital Markets relied upon the Financial Forecast and related management presentations. BMO Capital Markets reviewed and discussed with senior management of the Company the assumptions used in the Financial Forecast and following such review and discussion concluded that the Financial Forecast formed an appropriate basis for the discounted cash flow methodology.

In deriving unlevered after-tax free cash flows, BMO Capital Markets reviewed the Financial Forecast, relevant underlying assumptions and considered the resulting sales growth and EBITDA margins. BMO Capital Markets incorporated a forecast period from August 1, 2013 to October 31, 2017, followed by a terminal value calculation based on the estimated terminal year free cash flows. As a part of this analysis, net obligations were subtracted from the discounted unlevered after-tax free cash flows. Accordingly, BMO Capital Markets used the Company s net obligation balance as of July 31, 2013 for the purpose of the valuation. To adjust for the forecast period commencing at August 1, 2013, senior management of the Company provided BMO Capital Markets with the Company s unlevered free cash flow estimate for the period between August 1, 2013 and October 31, 2013.

In addition, in accordance with the MI 61-101, BMO Capital Markets reviewed and considered whether any distinctive material value would accrue to the Purchaser or any other purchaser through the acquisition of 100% of the Restricted Voting Shares. BMO Capital Markets assessed whether there are expected to be any material operating or financial benefits that could accrue to such a purchaser as a result of: (i) savings of direct costs resulting from being a publicly listed entity; (ii) savings of other corporate expenses including, but not limited to, senior management, legal, finance, information technology, human resources, sales and marketing; (iii) reduced operating costs and capital expenditures resulting from rationalizing such expenditures between the Company s operations and the operations of such purchaser; and (iv) revenue enhancement opportunities.

In assessing the amount of synergies to include in the Formal Valuation of BMO Capital Markets, BMO Capital Markets considered the synergies that could be achieved by the Purchaser or any other purchaser of the Company and the amount of synergies that such acquirer might pay for in an open and unrestricted auction for the Company. It was determined based on information received from senior management of the Company and the Purchaser that synergies pertaining to areas outlined above may be achievable, but that revenue enhancement opportunities were not estimable. Accordingly, the annual run-rate pre-tax synergies were estimated to be US$44.1 million excluding one-time costs that may be required to achieve such synergies, and may be achievable within four years of an acquisition of the Company. For the purposes of the Formal Valuation of BMO Capital Markets, BMO Capital Markets assumed that a purchaser of the Company would pay 50% of the after-tax value of these identified synergies, net of implementation costs, in an open and unrestricted market. BMO Capital Markets reflected this amount in its discounted cash flow analysis for each of the years in the Financial Forecast.

An overview of the Financial Forecast, including the impact of corporate overhead, income taxes, working capital and capital expenditure requirements and the impact of foreign exchange, is included in the Formal Valuation and Fairness Opinion of BMO Capital Markets on pages [ ] to [ ] of Annex D to this proxy statement. BMO Capital Markets developed the terminal year free cash flow estimates based on the assumptions set forth on page [ ] of Annex D and these estimates were reviewed with senior management of the Company.

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The following is a summary of the unlevered after-tax free cash flow estimates used in the discounted cash flow analysis:

		October 31,				
US$ millions	**Q4 2013E[1]**	**2014E**	**2015E**	**2016E**	**2017E**	**Terminal**
Revenue		$ 1,143.8	$ 1,217.9	$ 1,295.5	$ 1,376.4	$ 1,410.8
Year over year growth / (decline)		8.3%	6.5%	6.4%	6.2%	2.5%
Adjusted EBITDA		203.9	229.9	257.5	286.8	293.9
Year over year growth / (decline)		36.3%	12.7%	12.0%	11.4%	2.5%
EBITDA margin %		17.8%	18.9%	19.9%	20.8%	20.8%
Cash taxes		(30.5)	(35.0)	(39.8)	(45.0)	(51.8)
Change in working capital		(12.2)	(10.4)	(10.9)	(11.3)	(4.8)
Repositioning Expenses[2]		(9.6)	(6.4)			
Other Cash Payments[3]		(7.2)				
Impact of Spot FX Forecast		1.9	2.2	2.4	2.7	2.7
Synergies[4]		0.9	13.2	17.5	17.7	17.5
Capital expenditures		(53.1)	(56.3)	(59.7)	(63.2)	(63.5)[5]
Unlevered free cash flow	$ 25.0	$ 94.2	$ 137.2	$ 167.1	$ 187.6	$ 194.0

(1) Q4 2013E unlevered free cash flow estimate, as per senior management of the Company.
(2) One-time repositioning expenses as per senior management of the Company, associated with the Olds, Alberta; Caguas, Puerto Rico and Swindon, United Kingdom facility shutdowns; shown on an after-tax basis.
(3) One-time legal and strategic consulting expenses, as per senior management of the Company; shown on an after-tax basis.
(4) 50% of net synergies included; shown on an after-tax basis.
(5) 4.5% capital expenditures (as a percentage of revenue) in Terminal Period as per senior management of the Company.

BMO Capital Markets developed terminal enterprise values at the end of the forecast period using the terminal growth rate method, while also considering implied FY2017E EBITDA multiples. BMO Capital Markets selected terminal growth rates in the range of 2.25% to 2.75% and applied these to the terminal year s unlevered after-tax free cash flows to determine the terminal enterprise value of the Company. This range was developed based on BMO Capital Markets professional judgment and taking into consideration, among other things, (i) long term nominal GDP growth rate estimates, (ii) long term commercial manufacturing and contract research industry growth rates, as forecasted by research analysts and the growth prospects and risks for the Company s operations beyond the terminal year.

Unlevered after-tax free cash flows for the Company were then discounted based on the estimated weighted average cost of capital (WACC) for the Company. The WACC was calculated using the Company s cost of equity and after-tax cost of debt, weighted on the basis of an assumed optimal capital structure. The assumed optimal capital structure was determined using a review of the current and historical capital structures of comparable companies and the relative risks inherent in the Company s business. The cost of debt for the Company was calculated based on the risk-free rate of return and an appropriate borrowing spread to reflect the credit risk. BMO Capital Markets used the capital asset pricing model (CAPM) approach to determine the appropriate cost of equity. The CAPM approach calculates the cost of equity with reference to the risk-free rate of return, the risk of equity relative to the market (beta) and a market equity risk premium. To select the appropriate unlevered beta, BMO Capital Markets reviewed a range of unlevered

betas for the Company and considered a select group of comparable companies that have risks similar to the Company. The selected unlevered beta was re-levered using the assumed optimal capital structure and was applied in the CAPM approach to calculate the cost of equity. The assumptions made by BMO Capital Markets in estimating WACC for the Company are set forth on page [ ] of the Formal Valuation and Fairness Opinion of BMO Capital Markets attached as Annex D to the Proxy Statement.

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BMO Capital Markets calculated the WACC for the Company to be 10.8% and, for purposes of the discounted cash flow analysis, BMO Capital Markets selected a WACC range of 10.25% to 11.25%.

The following is a summary of the fair market value range of the Restricted Voting Shares derived from the discounted cash flow methodology:

	Value Range	
US$ millions, except per share data	**Low**	**High**
WACC	11.25%	10.25%
Terminal Growth Rate	2.25%	2.75%
Implied Terminal Multiple	7.1x	8.5x
Net Present Value		
Unlevered after-tax free cash flows	$ 490.8	$ 499.7
Terminal value	1,490.6	1,845.5
Enterprise value	$ 1,981.4	$ 2,345.2
Less: net obligations[(1)]	(573.2)	(573.2)
En bloc equity value	$ 1,408.2	$ 1,772.0
Fully diluted Shares outstanding[(2)]	152.0	152.0
En bloc value per Share	$ 9.27	$ 11.66
Implied EV / EBITDA		
PF 2013E	11.1x	13.2x
2014E	9.7x	11.5x

(1) Proceeds from in-the-money options are included in the net obligations adjustments.
(2) Includes dilution from implied in-the-money options.

Sensitivity Analysis

The discounted cash flow analysis is sensitive to several of the assumptions applied. BMO Capital Markets performed sensitivity analyses, representing step changes to certain key assumptions. Their impact to the value per Restricted Voting Share is summarized below:

Assumption	**Benchmark**	**Sensitivity**	**Impact on Value per Share**
Revenue growth	6.2% 8.3% in Forecast Period	-/+1.0%	($ 1.00) - $1.03
EBITDA margin	17.8% 20.8% in Forecast Period	-/+1.0%	($ 0.83) - $0.83
Foreign exchange forecast[(1)]	Spot Rates	+/-10.0%	($ 0.61) - $0.61
Total capital expenditure	$58.1 mm (Forecast Period average)	+/-10.0%	($ 0.38) - $0.38
Terminal period tax rate	22.5%	+/-2.5%	($ 0.36) - $0.36
Terminal growth rate	2.5%	-/+0.25%	($ 0.32) - $0.34

Synergies[(2)]	$44.1 mm (Pre-Tax Run Rate)	- /+ $10.0 million	($ 0.31) - $0.31
WACC	10.75%	+/-0.5%	($ 0.81) - $0.91

(1) A 10% increase in foreign exchange forecast implies a 10% weakening of the USD against each of the EUR, CAD, GBP, MXN and JPY, respectively.
(2) 100% of realized pre-tax net run-rate synergies of US$44.1 million are sensitized by -/+ US$10.0 million; DCF is incorporating 50% of pre-tax net run-rate net synergies.

Comparable Trading Methodology

BMO Capital Markets considered a comparable trading analysis utilizing two groups of publicly traded comparable entities, including six commercial manufacturing companies and six contract research companies. Using equity research analyst consensus estimates for all companies identified, BMO Capital Markets computed and reviewed a variety of financial and operating metrics that included projected revenue

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growth rates, EBITDA margins, leverage and capital intensity. BMO Capital Markets compared the Company to the comparable public companies identified with respect to the foregoing metrics. The following sets forth the selected companies that were reviewed in connection with this analysis: Albany Molecular Research; Cambrex; Cangene; Biocon; Jubilant Life Sciences; Lonza Group; Charles River Laboratories; Covance; Quintiles Transactional Holdings; Parexel International; ICON; and WuXi Pharmatech.

While BMO Capital Markets did not consider any of the companies reviewed to be directly comparable to the Company, BMO Capital Markets relied upon its professional judgment in analyzing the comparable companies and selecting the most appropriate public trading multiples. BMO Capital Markets considered enterprise value to EBITDA multiple for FY2014E to be the most appropriate trading multiples for the Company, and based on the above, selected the following multiple ranges as summarized below:

US$ millions, except per share data	**Benchmark**	**Selected Multiple Range**		**Value Range**	
		Low	**High**	**Low**	**High**
EV / EBITDA					
PF FY2014E EBITDA	$ 203.9				
CMO and BLS[1]	$ 159.8	8.25x	8.75x	$ 1,318.6	$ 1,398.5
PDS[1]	44.1	10.50	11.50	462.9	507.0
Enterprise value (average)				$ 1,781.6	$ 1,905.6
Less: net obligation adjustments[2][3]				(573.2)	(573.2)
Equity value (average)				$ 1,208.4	$ 1,332.4
Fully diluted Shares outstanding[4]				152.0	152.0
Equity value per Share (average)				**$ 7.95**	**$ 8.77**

(1) Corporate G&A costs have been allocated pro rata each segment s revenue.
(2) See DCF Methodology for details.
(3) Proceeds from in-the-money options are included in the net obligations adjustments.
(4) Includes dilution from implied in-the-money options

Given that none of the companies reviewed were considered by BMO Capital Markets to be directly comparable to the Company and that market trading prices generally do not reflect en bloc values, BMO Capital Markets did not rely on the comparable trading methodology to derive a value range for the Restricted Voting Shares.

Conclusions of Formal Valuation

The following is a summary of the range of fair market value of the Shares resulting from the discounted cash flow and precedent transactions methodologies:

	Value of Shares Using Precedent Transactions Analysis	**Value of Shares Using DCF Analysis**

US$ millions, except per share data	**Low**	**High**	**Low**	**High**
En bloc equity value	$ 1,242.2	$ 1,457.3	$ 1,408.2	$ 1,772.0
En bloc equity value per Share	$ 8.17	$ 9.59	$ 9.27	$ 11.66

In arriving at its opinion as to the fair market value of the Restricted Voting Shares, BMO Capital Markets did not attribute any particular weight to the precedent transactions and discounted cash flow methodologies, but rather made qualitative judgments based upon its experience in rendering valuation opinions and on then prevailing circumstances, including then current market conditions, as to the significance and relevance of each valuation methodology and overall financial analyses.

Based upon the procedures described above and in the Formal Valuation and Fairness Opinion of BMO Capital Markets, and subject to the assumptions, qualifications and limitations set out in the Formal

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Valuation and Fairness Opinion of BMO Capital Markets, BMO Capital Markets was of the opinion that the fair market value of the Restricted Voting Shares as of November 18, 2013 was in the range of US$8.75 to US$10.25 per share (CDN$9.13 to CDN$10.70 based on then current exchange rates).

Fairness of the Arrangement from a Financial Point of View

Based upon and subject to the assumptions, qualifications and limitations as set forth above and in the Formal Valuation and Fairness Opinion of BMO Capital Markets, BMO Capital Markets was of the opinion that, as of November 18, 2013, the consideration to be received by the Shareholders pursuant to the Arrangement, other than those Shareholders excluded from the Majority-of-Minority Vote pursuant to Section 8.1(2) of MI 61-101, was fair, from a financial point of view, to such Shareholders. Patheon, as of the date hereof, has determined that the Shareholders excluded from the Majority-of-Minority Vote pursuant to section 8.1(2) of MI 61-101 are the JLL Parties and James Mullen.

The Formal Valuation and Fairness Opinion of BMO Capital Markets was prepared and provided solely for the use of the Independent Committee and the Board and for inclusion in this Proxy Statement. BMO Capital Markets makes no recommendation to holders of Restricted Voting Shares with respect to the Arrangement, including how Shareholders should vote in respect of the Arrangement Resolution.

Miscellaneous

The per share Arrangement consideration was determined through negotiations between the Company and the Purchaser and was approved by the Board of Directors of the Company. BMO Capital Markets did not recommend to the Independent Committee any specific Arrangement consideration or that any specific Arrangement consideration constituted the only appropriate consideration for the Arrangement.

BMO Capital Markets opinion and its presentation to the Independent Committee was one of many factors taken into consideration by the Independent Committee in its evaluation of the proposed Arrangement. Consequently, the analyses as described above should not be viewed as determinative of the opinion of the Independent Committee with respect to the consideration or of whether the Independent Committee would have been willing to recommend a different Arrangement consideration.

Fairness Opinion of RBC

The following constitutes a summary only of the Fairness Opinion of RBC. The Fairness Opinion of RBC was provided for the use of the Independent Committee and the Board for inclusion in this Proxy Statement. **The Fairness Opinion of RBC was not and is not a recommendation as to how any Shareholder should vote at the Meeting. The following summary is qualified in its entirety by the full text of the Fairness Opinion of RBC attached as Annex E to this Proxy Statement. Shareholders are urged to read the full text of the Fairness Opinion of RBC.**

Engagement of RBC by the Independent Committee

The Independent Committee initially contacted RBC regarding a potential advisory assignment on July 3, 2013, and RBC was formally engaged by the Independent Committee through an agreement between the Company and RBC (the RBC Engagement Agreement) dated September 5, 2013. The terms of the RBC Engagement Agreement provide that RBC is to be paid a fee for its services as financial advisor, including fees that are contingent on consummation of the Arrangement or certain other events. Pursuant to the terms of the RBC Engagement Agreement, in connection with services already provided under the RBC Engagement Agreement, RBC is entitled to a fee of CDN$750,000. If

the Arrangement is consummated, RBC will receive the balance of the fees payable under the RBC Engagement Agreement which are expected to be approximately US$2.9 million on a pre-tax basis, based on an exchange rate of CDN$1.00 = US$0.9576, being the daily noon exchange rate of the Bank of Canada on November 17, 2013. In addition, RBC is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by the Company in certain circumstances.

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Credentials of RBC Capital Markets

RBC, a member company of RBC Capital Markets, is one of Canada s largest investment banking firms, with operations in all facets of corporate and government finance, corporate banking, mergers and acquisitions, equity and fixed income sales and trading and investment research. RBC Capital Markets also has significant operations in the United States and internationally. The Fairness Opinion of RBC represents the opinion of RBC and the form and content have been approved for release by a committee of its directors, each of whom is experienced in merger, acquisition, divestiture and fairness opinion matters.

RBC s Relationships with Interested Parties

Other than as disclosed herein, neither RBC, nor any of its affiliates (as defined in National Instrument 45-106 *Prospectus and Registration Exemptions* of the Canadian Securities Administrators) is an insider or associate (as those terms are defined in the *Securities Act* (Ontario)) or an affiliate of the Company, JLL, DSM or any of their respective associates or affiliates. RBC has not been engaged to provide any financial advisory services nor has it participated in any financing involving the Company, JLL, DSM or any of their respective associates or affiliates, within the past two years, other than the services provided under the RBC Engagement Agreement and, with respect to PGT, Inc. (an affiliate of JLL), RBC acted as a co-manager on the US$85 million offering of its common shares in May 2013. Royal Bank of Canada, the controlling shareholder of RBC, has provided banking services to the Company in the normal course of business. Also, in 2005, Royal Bank of Canada entered into a US$7.5 million equity commitment with JLL Partners Fund V, L.P., an affiliate of JLL Fund V, of which approximately US$6.8 million had been called by such fund as of the date of RBC s opinion, with a portion of that amount having been invested in limited partnership interests of JLL Fund V (representing approximately 0.5% of the limited partnership interests of JLL Fund V). Royal Bank of Canada is a passive investor in JLL Fund V as a limited partner. There are no understandings, agreements or commitments between RBC and the Company, JLL, DSM or any of their respective associates or affiliates with respect to any future business dealings. RBC may, in the future, in the ordinary course of its business, perform financial advisory or investment banking services for the Company, JLL, DSM or any of their respective associates or affiliates.

RBC acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of the Company, JLL, DSM or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it received or may receive compensation. As an investment dealer, RBC conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the Company, JLL, DSM, any of their respective associates or affiliates or the Arrangement.

Scope of RBC s Review

In connection with the Fairness Opinion of RBC, RBC reviewed and relied upon or carried out, among other things, the following:

a draft, dated November 16, 2013 of the Arrangement Agreement;

drafts of certain of the Voting Agreements;

audited financial statements of the Company for each of the five years ended October 31, 2008, 2009, 2010, 2011 and 2012;

the unaudited interim reports of the Company for the quarters ended January 31, 2013 April 30, 2013 and July 31, 2013;

annual reports of the Company for each of the two years ended October 31, 2011 and 2012;

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the Notice of Annual and Special Meeting of Shareholders of the Company for each of the two years ended October 31, 2011 and 2012;

historical segmented financial results of the Company by division for each of the five years ended October 31, 2008 through 2012;

the internal draft management budget of the Company on a consolidated basis and segmented by division for the year ending October 31, 2014;

unaudited projected financial statements for the Company on a consolidated basis and segmented by division prepared by management of the Company for the years ending October 31, 2013 through October 31, 2017 (the Management Forecasts);

monthly executive reporting package for each of the twelve months ended September 30, 2012 through August 31, 2013;

discussions with senior management of the Company;

discussions with the Company s legal counsel;

public information relating to the business, operations, financial performance and stock trading history of the Company and other selected public companies considered by RBC to be relevant;

public information with respect to other transactions of a comparable nature considered by RBC to be relevant;

public and private information regarding the pharmaceutical outsourcing industry including the CMO business and commercial research outsourcing (CRO) industries;

representations contained in certificates addressed to RBC, dated as of November 18, 2013, from senior officers of the Company as to the completeness and accuracy of the information upon which the Fairness Opinion of RBC was based; and

such other corporate, industry and financial market information, investigations and analyses as RBC considered necessary or appropriate in the circumstances.

RBC was not, to the best of RBC s knowledge, denied access by the Company to any information requested by RBC.

Prior Valuations

The Company has represented to RBC that there have not been any prior valuations (as defined in MI 61-101) of the Company or its material assets or its securities in the twenty-four month period prior to November 18, 2013.

Assumptions and Limitations

RBC relied upon the completeness, accuracy and fair presentation of all of the financial (including, without limitation, the financial statements of the Company) and other information, data, advice, opinions or representations obtained by it from public sources, senior management of the Company, and their consultants and advisors (collectively, the Information). The Fairness Opinion of RBC was conditional upon such completeness, accuracy and fair presentation of such Information. Subject to the exercise of professional judgment and except as expressly described in the Fairness Opinion of RBC, RBC did not attempt to verify independently the completeness, accuracy or fair presentation of any of the Information.

Executive officers of the Company represented to RBC in a certificate delivered on November 18, 2013, among other things, that (i) the Information provided orally by, or in the presence of, an officer or employee of the Company or in writing by the Company or any of its subsidiaries or their respective agents to RBC

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for the purpose of preparing the Fairness Opinion of RBC was, at the date the Information was provided to RBC and as of November 18, 2013, complete, true and correct in all material respects, and did not contain any untrue statement of a material fact in respect of the Company, its subsidiaries or the Arrangement and did not omit to state a material fact in respect of the Company, its subsidiaries or the Arrangement necessary to make the Information or any statement contained therein not misleading in light of the circumstances under which the Information was provided or any statement was made; and that (ii) since the dates on which the Information was provided to RBC, except as disclosed in writing to RBC, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company or any of its subsidiaries, taken as a whole, and no material change has occurred in the Information or any part thereof provided to RBC by the Company or its subsidiaries which would have or which would reasonably be expected to affect the value of the Company or its subsidiaries or the terms of the Arrangement.

In preparing the Fairness Opinion of RBC, RBC made several assumptions, including that all of the conditions required to implement the Arrangement will be met. Without limiting the generality of the foregoing, with respect to the Management Forecasts, RBC assumed that they had been reasonably prepared on bases reflecting the best available estimates and good faith judgments of management of the Company as to the matters covered thereby. RBC expressed no view as to such Management Forecasts or the assumptions on which they were based. RBC has also assumed, in all respects material to RBC s analysis, that the executed Arrangement Agreement and the final versions all other documents reviewed by RBC in draft form would be the same as the drafts of such documents reviewed by RBC.

RBC was not been asked to pass upon, and expressed no opinion with respect to, any matter other than the fairness from a financial point of view to the Shareholders, other than the Shareholders in the buying group comprised of DSM, the JLL Parties and their respective affiliates, and any member of senior management of the Company who has entered into an option cancellation agreement and who will receive equity interests in affiliates of JLL participating in the Arrangement, of the Share Consideration to be received by such Shareholders under the Arrangement. RBC did not express any view on, and the Fairness Opinion of RBC does not address, any other term or aspect of the Arrangement or the Arrangement Agreement or any term or aspect of any other agreement or instrument contemplated by the Arrangement Agreement or entered into or amended in connection with the Arrangement including, without limitation, the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of the Company, or any class of such persons, whether relative to the Share Consideration or otherwise.

The Fairness Opinion of RBC is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of November 18, 2013 and the condition and prospects, financial and otherwise, of the Company and its subsidiaries and affiliates, as they were reflected in the Information and as they have been represented to RBC in discussions with management of the Company. In its analyses and in preparing the Fairness Opinion of RBC, RBC made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of RBC or any party involved in the Arrangement.

The Share Consideration to be received by the Minority Shareholders under the Arrangement was determined through negotiations between the Independent Committee and JLL on behalf of the Purchaser and was approved by the Independent Committee and the Board. RBC did not recommend any specific consideration to be received by the Minority Shareholders under the Arrangement nor did it indicate that any given consideration to be received by the Minority Shareholders under the Arrangement constituted the only appropriate consideration.

The Fairness Opinion of RBC was provided for the use of the Independent Committee and the Board and may not be used by any other person or relied upon by any other person other than the Independent Committee and the Board without the express prior written consent of RBC. The Fairness Opinion of RBC was given as of November 18, 2013 and RBC has disclaimed any undertaking or obligation to advise any person of any change in any fact or matter affecting the RBC Fairness Opinion which may come or be

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brought to RBC s attention after November 18, 2013. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Fairness Opinion of RBC after November 18, 2013, RBC has reserved the right to change, modify or withdraw the Fairness Opinion of RBC.

RBC believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Fairness Opinion of RBC. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. The Fairness Opinion of RBC is not to be construed as a recommendation to any holder of Restricted Voting Shares as to whether to vote in favour of the Arrangement.

Fairness Opinion of RBC

Overview

In considering the fairness from a financial point of view to the Minority Shareholders of the Share Consideration to be received by such Shareholders under the Arrangement, RBC principally considered and relied upon the following: (i) a comparison of the Share Consideration to be received by the Minority Shareholders under the Arrangement to the results of a discounted cash flow (DCF) analysis of the Company; (ii) a comparison of the multiples implied by the Share Consideration to be received by the Minority Shareholders under the Arrangement to multiples paid in selected precedent transactions; and (iii) a comparison of the Share Consideration to be received by the Minority Shareholders under the Arrangement to the range of premiums paid in recent Canadian going private transactions.

RBC also reviewed the market trading multiples of publicly traded commercial manufacturing outsourcing companies from the perspective of whether public market trading values might exceed DCF or precedent transaction values. RBC concluded that the values implied by public company trading multiples were below DCF and precedent transaction values. Given the foregoing and that public company values generally reflect minority discount values rather than en bloc values, RBC did not rely on this methodology for purposes of its Fairness Opinion.

Discounted Cash Flow Analysis

The DCF approach took into account the amount, timing and relative certainty of projected unlevered free cash flows expected to be generated by the Company. The DCF approach required that certain assumptions be made regarding, among other things, future cash flows, discount rates and terminal values. The possibility that some of the assumptions used will prove to be inaccurate is one factor involved in the determination of the discount rates to be used.

Assumptions. RBC utilized the Management Forecast for the period 2013 to 2017 and extrapolated financial results for the year ending October 31, 2018 based on discussions with Management (such extrapolation for the year ending October 31, 2018, together with the Management Forecast for the years ending October 31,

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2013 through October 31, 2017, are referred to as the Financial Forecast). The Financial Forecast is outlined below:

Financial Forecast Summary

(All amounts in US$, in millions)	**2014E**	**2015E**	**2016E**	**2017E**	**2018E**
Revenue	**$ 1,144**	**$ 1,218**	**$ 1,295**	**$ 1,376**	**$ 1,462**
EBITDA	**$ 204**	**$ 230**	**$ 257**	**$ 287**	**$ 311**
Less: Cash Taxes	(30)	(35)	(40)	(45)	(49)
Less: Capital Expenditures	(53)	(56)	(60)	(63)	(67)
Add / Less: Changes in Working Capital	(14)	(8)	(8)	(9)	(8)
Less: Repositioning Expenses (After-tax)	(10)	(6)			
Less: Other Cash Payments (After-tax)	(7)				
Less: Excess Pension Funding (After-tax)	(2)	(2)	(2)	(2)	(2)
Unlevered Free Cash Flow	**$ 88**	**$ 123**	**$ 149**	**$ 168**	**$ 185**

Sensitivity Analysis. In completing its DCF analysis, RBC did not rely on any single series of projected cash flows but performed a variety of sensitivity analyses using the aforementioned Financial Forecast. Variables sensitized included revenue growth, EBITDA margin, discount rates and terminal value assumptions. The results of these sensitivity analyses were reflected in RBC s judgment as to the fairness from a financial point of view to the Minority Shareholders of the Share Consideration to be received by the Minority Shareholders under the Arrangement.

Discount Rates. RBC selected a range of discount rates between 9% and 11% to apply to the Financial Forecast. RBC believed that these ranges of discount rates reflected the risk inherent in the Company s business. RBC also believed that these ranges were representative of those used by financial and industry participants in evaluating businesses of this nature.

Terminal Value. Two approaches to the calculation of terminal values were considered by RBC for the DCF analysis: (i) multiple of EBITDA in the terminal year and (ii) growth in perpetuity of free cash flow in the terminal year.

The EBITDA multiple range used to calculate the terminal value was 8.0x to 10.0x. These multiples were selected based on RBC s analysis of the precedent transactions, listed below under the heading Precedent Transaction Analysis, RBC s assessment of the risk and the growth prospects for the Company beyond the terminal year, and the long-term outlook for the CMO industry past the terminal year.

The growth in perpetuity of free cash flow methodology capitalized terminal year free cash flow at the discount rate less a growth factor determined by reference to expected free cash flow growth beyond the projection period of 2.0% to 2.5% per annum. In selecting this range of growth rates, RBC took in to consideration the outlook for long-term inflation, growth prospects for the Company beyond the terminal year, and the outlook for the CMO industry beyond the terminal year.

Summary of DCF Analysis. RBC s DCF analysis, including taking into account sensitivity analyses as described above, generated results that were consistent with the Share Consideration under the Arrangement.

Precedent Transaction Analysis

RBC reviewed and compared certain publicly available information with respect to selected transactions in the CMO industry in North America, Europe and Australia. For the purposes of its analysis, RBC determined that the

transactions set forth below were most comparable to the Arrangement, but noted that each transaction was: (i) unique in terms of size, timing, market position, business risks and opportunities for growth, profitability and transaction structure and (ii) reflective of the strategic rationale of both the respective acquirer and target. The primary criterion in analyzing these transactions was the implied enterprise value (EV) as a multiple of last twelve months EBITDA (LTM EBITDA). RBC utilized a

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forecasted EBITDA for the Company, adjusted for non-recurring items, for the year ending October 31, 2013 of approximately US$150 million (2013 EBITDA) in its analysis. RBC also utilized an EBITDA of approximately US$178 million (Pro Forma 2013 EBITDA) based on 2013 EBITDA, adjusted for the pro forma impact of certain operational and integration initiatives plus certain planned plant closures to be implemented by the Company.

Date Announced	Target	Acquiror	EV (in millions)	EV / LTM EBITDA
29-Oct-12	Banner Pharmacaps	Patheon	US$269	10.8x
04-Oct-12	Metrics	Mayne Pharma	US$105	6.5x
06-Aug-12	Aenova	BC Partners	500	9.4x
18-May-12	Ocean Nutrition Canada	Royal DSM N.V.	CDN$540	9.4x
19-Aug-11	Aptuit (Clinical Trials Business)	Catalent Pharma Solutions	US$407	10.1x
04-Apr-11	Capsugel	KKR	US$2,375	11.3x
24-Feb-11	Eurofins	Lancaster Laboratories	US$200	8.0x
30-Apr-08	BASF (CMO Segment)	Dr. Reddy s Laboratories	US$40	6.2x
03-Aug-07	Lipa Pharmaceuticals	CK Life Sciences	A$114	9.6x
24-Apr-07	HollisterStier Laboratories	Jubilant Organosys	US$139	11.2x
25-Jan-07	Cardinal (Catalent Pharma Solutions)	Blackstone	US$3,217	14.3x
Median				9.6x

Summary of Precedent Transactions Analysis. RBC calculated the multiple of EV / LTM EBITDA implied by the Share Consideration to be received by Minority Shareholders to be 13.1x utilizing the 2013 EBITDA and 11.0x utilizing the Pro Forma 2013 EBITDA, which were consistent with or above the multiples paid in the selected precedent transactions reviewed by RBC.

Comparable Transaction Premiums

RBC s review of other transactions in the Canadian equity market where controlling shareholders successfully acquired publicly traded minority interests identified 26 such transactions with a value over US$100 million since January 2005. Success was defined as acquiring at least one-half of the minority shares outstanding at the time of the transaction. Defining the premium for this purpose as the amount by which the value per share offered under the relevant transaction exceeded the closing price of the shares on the principal trading exchange on the day immediately prior to announcement of the transaction resulted in premiums as follows:

Highest	Lowest	Mean	Median
166%	6%	27%	19%

The range of premiums paid in the above transactions was very wide. Although every transaction has its own particular circumstances and direct comparison of any single transaction to the Arrangement was difficult, RBC believed that the 26 transactions reviewed, in the aggregate, provided a useful comparison benchmark.

The Share Consideration to be received by the Minority Shareholders under the Arrangement of US$9.32 represented a premium of 64% to the US$5.70 market price of the Shares on November 18, 2013 (based on the closing price of the Restricted Voting Shares on the TSX as of November 18, 2013, and the daily noon exchange rate of the Bank of Canada on that day), immediately prior to the announcement of the

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Arrangement, which was above the mean and medium premiums for similar transactions since January 2005.

Fairness Opinion of RBC Conclusion

Based upon and subject to the analyses, assumptions, qualifications and limitations set forth in the Fairness Opinion of RBC (the full text of which is attached as Annex E to this Proxy Statement), RBC was of the opinion that, as of November 18, 2013, the Share Consideration to be received by the Minority Shareholders under the Arrangement was fair from a financial point of view to such Shareholders.

Patheon Financial Projections

In September 2013, Management prepared projections of future operating results at the request of the Independent Committee and its advisors. Patheon does not make public projections as to future performance or earnings beyond giving current fiscal year guidance from time to time, and is especially cautious of making projections for extended periods due to the various risks and uncertainties associated with its business. However, financial projections prepared by Management were made available to the Board, the Independent Committee, and the Independent Committee s advisors, including BMO Capital Markets and RBC, in connection with the October 2013 proposal received by Patheon from the Purchaser and their consideration of strategic alternatives available to Patheon. Certain of these financial projections also were made available to the Purchaser Parties and their advisors. Readers are cautioned that these financial projections may not be appropriate for other purposes.

Summaries of these financial projections are being included in this proxy statement not to influence your decision whether to vote for or against the Arrangement Resolution, but because these financial projections were made available to the Board, the Independent Committee and the Independent Committee s advisors, as well as, in the case of certain of these financial projections, to the Purchaser Parties and their advisors. The inclusion of this information should not be regarded as an indication that Patheon or its Management, the Board, the Independent Committee, the Independent Committee s advisors, the Purchaser Parties or any other recipient of this information considered, or now considers, such financial projections to be a reliable prediction of future results.

Although presented with numerical specificity, these financial projections are based upon a variety of estimates and numerous assumptions believed by Management to be reasonable and based on the best then available information as of the date they were prepared. In particular, these financial projections are based on certain expectations and assumptions, including but not limited to (i) that Patheon would not experience significant customer turnover during the relevant time period; (ii) that Patheon would continue to operate in the same geographical regions in which it currently operates; (iii) that Patheon would not experience any material disruption in its current supply chain; (iv) that Patheon would not experience any significant cost increases during the relevant time period; (v) that there would be no adverse regulatory changes affecting Patheon s business in the geographical areas in which it operates; (vi) that fluctuations in foreign exchange rates would not have a material effect on Patheon s operations; and (vii) that Patheon s current accounting policies would continue to apply throughout the relevant time period. Although the Company believes that the expectations and assumptions on which such financial projections are based are reasonable, undue reliance should not be placed on the forward-looking information since no assurance can be given that such expectations and assumptions will prove to be correct. The financial projections are subject to a number of risks related to, among other matters, the difficulty of enforcing agreements and collecting receivables through some foreign legal systems; customers in some foreign countries potentially having longer payment cycles; changes in local tax laws, tax rates in some countries that may exceed those of Canada or the United States and lower earnings due to withholding requirements or the imposition of tariffs, exchange controls or other restrictions; seasonal reductions in business activity; the credit risk of local customers and distributors; general economic and political conditions and other matters, including the factors described under *Cautionary Note Regarding Forward-Looking Information and*

Risks, many of which are difficult to predict, are subject to significant economic and competitive uncertainties, and are beyond Patheon s control. In addition, because the financial projections cover multiple years, such

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information by its nature becomes less reliable with each successive year. Patheon s operations are highly sensitive to various risks in the pharmaceutical industry, including regulatory risk, and accordingly, Patheon s earnings can be unpredictable and may fluctuate based on prevailing risk conditions in the industry. The variability and unpredictability of these conditions makes it difficult to project results of operations with any degree of certainty. As a result, there can be no assurance that the estimates and assumptions made in preparing the financial projections will prove accurate, that the projected results will be realized or that actual results will not be significantly higher or lower than projected.

The financial projections do not take into account any circumstances or events occurring after the date they were prepared, and, except as may be required in order to comply with applicable securities laws, none of Patheon, the Independent Committee or any of their respective representatives intend to update, or otherwise revise, the financial projections, or the specific portions presented, to reflect circumstances existing after the date when they were made or to reflect the occurrence of future events, even in the event that any or all of the assumptions are shown to be in error. In addition, the financial projections assume that Patheon will remain a publicly traded company and do not reflect the impact of the Arrangement, nor do they take into account the effect of any failure of the Arrangement to occur.

The financial projections were not prepared with a view toward public disclosure or with a view toward complying with the published guidelines of the SEC or the Canadian Securities Administrators regarding financial projections or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of financial projections. Neither Ernst & Young LLP, Patheon s independent registered public accounting firm, nor any other independent registered public accounting firm has examined, compiled or performed any procedures with respect to the accompanying financial projections, and, accordingly, neither Ernst & Young LLP nor any other public accounting firm expresses an opinion or provides any other form of assurance with respect to such projections. Ernst & Young LLP assumes no responsibility for, and disclaims any association with, such projections. The Ernst & Young LLP reports incorporated by reference into this proxy statement relate to Patheon s historical financial information. They do not extend to the financial projections and should not be read to do so.

The financial projections included financial measures prepared other than in accordance with U.S. GAAP which were presented because Management believed they could be useful indicators of Patheon s projected future operating performance and cash flow. Patheon prepared certain of its financial projections on a non-U.S. GAAP basis and therefore did not project a number of the U.S. GAAP statement line items that would have to be calculated to enable Patheon to reconcile each non-U.S. GAAP financial measure presented below to the nearest U.S. GAAP financial measure. The financial projections included in this proxy statement should not be considered in isolation or in lieu of Patheon s operating and other financial information determined in accordance with U.S. GAAP. In addition, because non-U.S. GAAP financial measures do not have any standardized meaning prescribed by U.S. GAAP and are not determined consistently by all companies, the non-U.S. GAAP measures presented in these financial projections may not be comparable to similarly titled measures of other companies.

For the foregoing reasons, as well as the bases and assumptions on which the financial projections were compiled, the inclusion of specific portions of the financial projections in this proxy statement should not be regarded as an indication that Patheon considers such financial projections to be an accurate prediction of future events, and the projections should not be relied on as such an indication. No one has made or makes any representation to any shareholder of Patheon or anyone else regarding the information included in the financial projections discussed below.

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Projected financial statement information for fiscal years 2013 through 2017, prepared by Management at the request of the Independent Committee and its advisors in September 2013 (the Management s 5-Year Projections), is set forth below (amounts shown in thousands). These projections should be read together with the information contained in the consolidated financial statements of Patheon available in its filings with the SEC and on SEDAR, and the information set forth above.

(US$ in thousands)

	Estimate FY2013E	Pro Forma Adjusted FY2013E	Projected FY2014E	FY2015E	FY2016E	FY2017E
Revenue	**$ 1,054,652**	**$ 1,056,578**	**$ 1,143,760**	**$ 1,217,926**	**$ 1,295,489**	**$ 1,376,434**
% Growth	*N/M*	*N/A*	*8.4%*	*6.5%*	*6.4%*	*6.2%*
Total Cost of Goods Sold	**$ 742,038**	**$ 719,279**	**$ 768,653**	**$ 811,615**	**$ 856,221**	**$ 902,422**
COGS (% of sales)	*70.4%*	*68.1%*	*67.2%*	*66.6%*	*66.1%*	*65.6%*
Gross Margin	**$ 312,614**	**$ 337,298**	**$ 375,107**	**$ 406,311**	**$ 439,268**	**$ 474,012**
Gross Margin (%)	*29.6%*	*31.9%*	*32.8%*	*33.4%*	*33.9%*	*34.4%*
Total SG&A	**$ 148,365**	**$ 144,963**	**$ 155,985**	**$ 160,311**	**$ 164,761**	**$ 169,340**
SG&A (% of sales)	*14.1%*	*13.7%*	*13.6%*	*13.2%*	*12.7%*	*12.3%*
R&D	$ 14,356	$ 14,266	$ 15,198	$ 16,109	$ 17,016	$ 17,909
Other	$ 259	$ 259	$ 0	$ 0	$ 0	$ 0
Adj. EBITDA	**$ 149,634**	**$ 177,810**	**$ 203,924**	**$ 229,890**	**$ 257,491**	**$ 286,763**
% Margin	*14.2%*	*16.8%*	*17.8%*	*18.9%*	*19.9%*	*20.8%*
Depreciation	**$ 50,241**	**$ 51,544**	**$ 51,608**	**$ 54,869**	**$ 58,284**	**$ 61,851**
Total Capital Expenditure	**$ 49,200**	**$ 49,200**	**$ 53,109**	**$ 56,314**	**$ 59,685**	**$ 63,227**
CapEx (% of sales)	*4.7%*	*4.7%*	*4.6%*	*4.6%*	*4.6%*	*4.6%*

Purposes and Reasons for the Arrangement from the Perspective of the JLL Parties, the Management Parties and DSM

Under SEC rules, the JLL Parties, the Management Parties and DSM are deemed to be engaged in a going private transaction and are required to express their reasons for entering into the Arrangement. The aforementioned persons are making the statements included in this section solely for the purposes of complying with the requirements of these rules.

The JLL Parties caused the Purchaser to enter into the Arrangement Agreement in order to acquire all of the outstanding Restricted Voting Shares. They believe such acquisition is an attractive investment opportunity. The JLL Parties, the Management Parties and DSM believe that Patheon would be better positioned to operate as a privately held entity and, in particular, in order to effect a combination with the DPP Business, to incur the costs necessary to integrate Patheon with the DPP Business, to fund ongoing restructuring programs at each entity, and effectively execute on the growth strategy for the combined company without the constraints and distractions caused by the public equity market s valuation of its Restricted Voting Shares. The JLL Parties, the Management Parties and DSM

believe that the acquisition of all of the outstanding Restricted Voting Shares as contemplated by the Arrangement could have the following advantages:

enhancement of Patheon s ability to strategically align and integrate with the DPP Business by virtue of being able to operate the businesses without having to consider the interests of public shareholders; and

increased flexibility to control and operate the assets, corporate and capital structure, capitalization, operations, business, properties and personnel of the Patheon business and the DPP Business (the Combined Patheon/DPP Business) without the legal and regulatory requirements and considerations

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of a public company, including the cost of regulatory compliance and constraints caused by the public market s expectation for quarterly earnings.

Although the JLL Parties, the Management Parties and DSM believe that there will be significant opportunities associated with their investment in Patheon, they realize that there also are substantial risks that such opportunities may not ever be fully realized. The primary detriments of the Arrangement to the JLL Parties, the Management Parties and DSM include the fact that all of the risk of any possible decrease in the earnings, growth or value of the Combined Patheon/DPP Business following the Arrangement will be fully borne by Purchaser and its owners. Such investment will be illiquid, with no public trading market. The investment also bears the risk of failure to successfully integrate the Patheon business with the DPP Business. Finally, the process of integrating the businesses and of realizing upon the opportunities which that presents will take place over the medium- to long-term and, as a result, is not one which can be effectively undertaken by a public entity with the market and regulatory pressures described above.

The JLL Parties are proposing that Patheon become a privately held entity at this time in order to realize the benefits of being a private entity as soon as possible and because, after considering all the factors described under *Reasons for the Recommendation* beginning on page [ ], the Independent Committee accepted the proposal made by Purchaser and approved the Arrangement.

The JLL Parties, the Management Parties and DSM believe that structuring the transaction as a going private arrangement transaction is preferable to other transaction structures because it eliminates the costs and management time burdens associated with being a public company, enables the Purchaser to acquire beneficial ownership of all of the outstanding Restricted Voting Shares of Patheon, and represents an opportunity for unaffiliated Shareholders to receive fair value for their Restricted Voting Shares. They believe the transaction offers both prospects of further growth for the JLL Parties, the Management Parties and DSM and certainty of value for the Company s unaffiliated Shareholders.

Position of the JLL Parties, the Management Parties and DSM Regarding the Fairness of the Arrangement

Under the rules of the SEC, the JLL Parties, the Management Parties and DSM are required to express their belief as to the substantive and procedural fairness of the proposed Arrangement to the unaffiliated Shareholders of Patheon. The JLL Parties, the Management Parties and DSM are making the statements included in this section solely for purposes of complying with such requirements. The views of the JLL Parties, the Management Parties and DSM with respect to the fairness of the Arrangement are not, and should not be construed as, a recommendation to any Shareholder as to how that Shareholder should vote on the proposal to approve the Arrangement.

The Purchaser attempted to negotiate the terms of a transaction that would be most favorable to it, and not to the unaffiliated Shareholders of Patheon and, accordingly, did not negotiate the Arrangement Agreement with the goal of obtaining terms that were fair to the unaffiliated Shareholders of Patheon.

None of the JLL Parties, the Management Parties or DSM participated in the deliberation process of the Independent Committee or in the conclusions of the Independent Committee as to the substantive and procedural fairness of the Arrangement to the unaffiliated Shareholders of Patheon. Nevertheless, they believe that the proposed Arrangement is substantively and procedurally fair to the unaffiliated Shareholders on the basis of the factors discussed below. The JLL Parties, the Management Parties and DSM believe that the proposed Arrangement is substantively fair to the unaffiliated Shareholders of Patheon based on the following factors:

the current and historical market prices of the Restricted Voting Shares, including the fact that the Share Consideration of US$9.32 per share represented a 64% premium over the closing price of the Restricted Voting Shares on November 18, 2013, the last price prior to Patheon s public announcement

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of the Arrangement Agreement, a premium of 73% to the weighted average trading price of the Restricted Voting Shares over the past 20 trading days prior to the announcement, and a 43% premium to the 52-week high of the Restricted Voting Shares on the Toronto Stock Exchange in each case based on the exchange rate on November 18, 2013, the last Business Day prior to announcement of the Arrangement Agreement of CDN$1.043 per US$1.00;

the fact that the Independent Committee received an opinion from BMO Capital Markets, dated November 18, 2013, to the effect that, as of that date and based upon and subject to the various analyses, assumptions, qualifications and limitations set forth in such opinion, the Share Consideration of US$9.32 per share in cash (defined in this Proxy Statement as the Share Consideration) to be received by Minority Shareholders under the Arrangement Agreement was fair, from a financial point of view, to the Minority Shareholders;

the fact that the Independent Committee received an opinion from RBC, dated November 18, 2013, to the effect that, as of that date and based upon and subject to the various analyses, assumptions, qualifications and limitations set forth in such opinion, the Share Consideration of US$9.32 per share to be received by the Minority Shareholders under the Arrangement was fair, from a financial point of view, to the Minority Shareholders;

the fact that the Independent Committee unanimously determined that (i) the Arrangement is in the best interests of Patheon, (ii) the Share Consideration to be received by the unaffiliated Shareholders is fair to those Shareholders and (iii) the Arrangement is fair to the unaffiliated Shareholders;

the Independent Committee has also unanimously recommended that the Board approve the Arrangement and that the Board recommend that the unaffiliated Shareholders vote in favour of the Arrangement Resolution;

the financial and other terms and conditions of the Arrangement Agreement were the product of comprehensive negotiations between Patheon s Independent Committee and its advisors, on the one hand, and Purchaser and its advisors on the other hand;

the fact that the Share Consideration is payable to Shareholders will be entirely in cash, which provides certainty of value for the Shareholders;

the fact that the Shareholders would realize significant value through the Share Consideration and would no longer be subject to the market, economic and other risks that arise from owning an equity interest in a public company which include the risk that the market price for the Restricted Voting Shares could be adversely impacted by earnings fluctuations that may result from changes in Patheon s operations and in Patheon s industries generally;

Registered Shareholders will have Dissent Rights and may seek appraisal of the fair value of their Restricted Voting Shares if the Arrangement is completed, but only if they comply with the dissent procedures under the CBCA, as amended by the terms of the Plan of Arrangement, the Interim Order and the Final Order, which are described in more detail in the section entitled *Dissent Rights* herein;

the terms of the Arrangement Agreement, including:

providing Patheon sufficient operating flexibility to permit Patheon to conduct its business in the ordinary course between signing of the Arrangement Agreement and the consummation of the Arrangement;

Patheon s ability, at any time prior to the time Shareholders approve the Arrangement, to consider and respond to written Acquisition Proposals, to engage in or participate in discussions or negotiations regarding any such Acquisition Proposal and to provide copies of, access to or disclosure of information, properties, facilities, books or records of Patheon or its subsidiaries if, in each case, among other things, the Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Superior Proposal;

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the Board s ability in certain circumstances to withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, its recommendation that unaffiliated Shareholders vote to approve the Arrangement Resolution;

Patheon s ability, under certain circumstances, prior to Shareholder approval having been obtained for the Arrangement Resolution, to terminate the Arrangement Agreement in order to enter into an agreement providing for a Superior Proposal, provided it complies with its relevant obligations, including paying to Purchaser a termination fee of US$23.643 million;

Patheon s ability, under certain circumstances, to terminate the Arrangement Agreement and receive the Purchaser Fee of US$49.255 million or US$24.628 million, as applicable;

the fact that the outside date under the Arrangement Agreement is expected to allow for sufficient time to complete the Arrangement;

the fact that the limited partners of JLL Fund V are to receive in connection with the Arrangement the same Share Consideration for the Restricted Voting Shares indirectly held by JLL Fund V as is to be received by Shareholders other than the JLL Parties, subject to the terms of the JLL Fund V limited partnership agreement;

the fact that the Arrangement will provide liquidity, without the brokerage and other costs typically associated with market sales, for unaffiliated Shareholders, whose ability to sell their Restricted Voting Shares is currently adversely affected by the low trading volume and limited public float of the Restricted Voting Shares;

the fact that the Purchaser had obtained committed debt and equity financing for the Arrangement from reputable nationally-recognized financing sources with a limited number of conditions to the consummation of the financing in amounts sufficient to fund the Arrangement and related matters;

the expected lack of significant antitrust risk associated with the Arrangement and the obligations of Patheon and Purchaser to use their reasonable best efforts promptly to obtain antitrust clearance required for the completion of the Arrangement under the circumstances set out in the Arrangement Agreement, which are described in more detail in the section entitled *The Arrangement Agreement Regulatory Law Matters and Securities Law Matters Regulatory Law Matters* beginning on page [ ] below.

The JLL Parties, the Management Parties and DSM believe that the proposed Arrangement is procedurally fair to the unaffiliated Shareholders based on the following factors:

the Share Consideration of US$9.32 per share and the other terms and conditions of the Arrangement Agreement resulted from extensive arm s-length negotiations between Purchaser and its advisors, on the one hand, and the Independent Committee and its advisors, on the other hand.

the Arrangement Resolution must be approved by the affirmative vote of two-thirds of the votes attached to the Restricted Voting Shares cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting and a majority of the votes attached to the Restricted Voting Shares cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting excluding for this purpose votes attached to Restricted Voting Shares required to be excluded pursuant to Section 8.1(2) of MI 61-101 (which the parties understand to be the votes attached to Restricted Voting Shares held by the JLL Parties and James Mullen);

the fact that other than their receipt of reasonable and customary fees for attending meetings and their interests, which are described in more detail in the Section entitled *Special Factors Interests of Our Directors and Executive Officers in the Arrangement* herein, the JLL Parties, the Management Parties and DSM have been informed by the Independent Committee that the members of the Independent Committee do not have interests in the Arrangement different from, or in addition to, those of Patheon s unaffiliated Shareholders;

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the fact that the JLL Parties, the Management Parties and DSM have been informed by the Independent Committee that the Independent Committee met regularly to discuss Patheon s alternatives and was advised by independent financial and legal advisors, and each member of the Independent Committee was actively engaged in the process;

the fact that the Independent Committee and Patheon retained and were advised by BMO Capital Markets and RBC, each of which advised the Independent Committee specifically in its capacity as a special committee comprised solely of non-employee and disinterested directors;

the fact that the Independent Committee had the ability not to recommend the approval of the Arrangement or any other transaction to the Board, but determined to do so;

the fact that the Independent Committee made all material decisions relating to Patheon s alternatives, including recommending to the Board that Patheon enter into the Arrangement Agreement;

Patheon s ability, under certain circumstances, prior to Shareholder approval having been obtained for the Arrangement Resolution, to terminate the Arrangement Agreement in order to enter into an agreement providing for a Superior Proposal, provided it complies with its relevant obligations, including paying to Purchaser the applicable termination fee, which are described in more detail in the section entitled *The Arrangement Agreement Termination Fees* beginning on page [ ] below;

the Board s ability in certain circumstances to change, qualify, withdraw or modify its recommendation that the Shareholders vote in favour of the Arrangement Resolution; and

the Arrangement must be approved by the Final Order, based on the Court s consideration of, among other things, the fairness of the Arrangement to the unaffiliated Shareholders of Patheon.

The JLL Parties, the Management Parties and DSM did not consider Patheon s net book value, which is an accounting concept, to be a factor in determining the substantive fairness of the transaction to the unaffiliated Shareholders because they believed that net book value is not a material indicator of the value of Patheon s equity but rather an indicator of historical costs. The JLL Parties, the Management Parties and DSM also did not consider the liquidation value of Patheon s assets as indicative of Patheon s value primarily because of their belief that the liquidation value would be significantly lower than Patheon s value as an ongoing business and that, due to the fact that Patheon is being sold as an ongoing business, the liquidation value is irrelevant to a determination as to whether the Arrangement is fair to the unaffiliated Shareholders. The JLL Parties, the Management Parties and DSM did not establish a pre-arrangement going concern value for Patheon s equity as a public company for the purposes of determining the fairness of the Share Consideration to the unaffiliated Shareholders because, following the Arrangement, Patheon will have a significantly different capital structure and be combined with the DPP Business, which will result in different opportunities and risks for the Combined Patheon/DPP Business as a more highly leveraged private company. The JLL Parties, the Management Parties and DSM did not view the purchase prices paid in the transactions described under *Information Concerning Patheon Transactions in Restricted Voting Shares Transactions in Restricted Voting Shares by the JLL Parties, and the Management Parties During the Past Two Years* beginning on page [ ] below, to be relevant except to the extent those prices indicated the trading price of the Restricted Voting Shares

during the applicable periods. In making their determination as to the substantive fairness of the Arrangement to the unaffiliated Shareholders, the JLL Parties, the Management Parties and DSM were not aware of any firm offers during the prior two years by any person for the merger or consolidation of Patheon with another company, the sale or transfer of all or substantially all of Patheon s assets or a purchase of Patheon s assets that would enable the holder to exercise control of Patheon.

The foregoing discussion of the information and factors considered by the JLL Parties, the Management Parties and DSM in connection with the fairness of the Arrangement is not intended to be exhaustive but is believed to include all material factors considered by the JLL Parties, the Management Parties and DSM. The JLL Parties, the Management Parties and DSM did not find it practicable to assign, and did not, assign or otherwise attach, relative weights to the individual factors in reaching their position as to the fairness of the Arrangement. Rather, their fairness determinations were made after consideration of all of the foregoing factors as a whole. The JLL

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Parties, the Management Parties and DSM believe the foregoing factors provide a reasonable basis for their belief that the Arrangement is substantively and procedurally fair to the unaffiliated Shareholders of Patheon. This belief should not, however, be construed as a recommendation to any Shareholder of Patheon to approve the Arrangement Resolution. The JLL Parties, the Management Parties and DSM do not make any recommendation as to how Shareholders of Patheon should vote their Restricted Voting Shares relating to the Arrangement Resolution or any other related matter.

Contribution Agreement

This section of the Proxy Statement describes certain material provisions of the Contribution Agreement, but it may not contain all the information about the Contribution Agreement that may be important to you. Except for its status as a legal document governing the contractual rights among the parties thereto, the Contribution Agreement is not intended to provide any factual, business or operational information about the DPP Business, as well as certain other factors.

On November 18, 2013, in connection with the Purchaser entering into the Arrangement Agreement, JLL Holdco, DSM and the Purchaser entered into the Contribution Agreement. Subject to the terms and conditions of the Contribution Agreement, DSM has agreed to contribute the DPP Business to the Purchaser in exchange for 49% of the limited partnership interests of the Purchaser, the assumption by the Purchaser of certain liabilities of the DPP Business and the Seller Note (as defined in *Special Factors Sources of Funds* beginning on page [ ] below), and JLL Holdco has agreed to contribute US$402 million in cash to the Purchaser, and contribute the general partnership interest of JLL Fund V to the Purchaser, all in exchange for 51% of the limited partnership interests of the Purchaser. The Seller Note is subject to certain closing and post-closing adjustments pursuant to the Contribution Agreement with respect to net cash, net indebtedness and working capital of the DPP Business, as well as certain indemnification obligations of the parties.

The intended transfers of certain Dutch employees and Dutch entities which comprise a portion of the DPP Business are subject to the Netherlands Works Councils Act (*Wet op de ondernemingsraden*), pursuant to which certain Dutch works council of DSM and its subsidiaries are required to be informed and render advice (the Works Council Process) and, to the Netherlands Merger Code (*SER-besluit fusiegedragsregels 2000*), pursuant to which the relevant trade unions are required to provide their opinion and the applicable Social Economic Council is required to be notified. Accordingly, the Contribution Agreement provides that the Dutch portion of the DPP Business will be excluded from certain provisions of the Contribution Agreement, and the principal amount of the Seller Note will be reduced by US$10 million (the Dutch Purchase Price) pending completion of the Works Council Process. The Purchaser has irrevocably offered to acquire the Dutch portion of the DPP Business and to have the provisions of the Contribution Agreement apply to the Dutch portion of the DPP Business following completion of the Works Council Process, on the terms and conditions set forth in an offer letter, dated November 18, 2013, from the Purchaser to DSM (the Dutch Offer Letter). Following completion of the Works Council Process by DSM, upon delivery to the Purchaser of notice of acceptance of the Dutch Offer Letter, all sections of the Contribution Agreement will become effective with respect to the Dutch portion of the DPP Business and the principal amount of the Seller Note will no longer be reduced by the Dutch Purchase Price.

The Contribution Agreement contains customary representations, warranties and covenants by each party, including, among others, covenants with respect to the conduct by DSM of the DPP Business during the interim period between the execution of the Contribution Agreement and the closing of the transactions contemplated by the Contribution Agreement and certain actions DSM agrees not to take with respect to the DPP Business during such interim period.

In connection with the Contribution Agreement, DSM and the Purchaser (or entities that it will acquire in the Arrangement) also will enter into certain additional ancillary agreements, including transition services agreements, service level agreements, country-specific intellectual property assignments and certain other commercial agreements.

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The Contribution Agreement is subject to customary closing conditions, including (1) the absence of any law, statute, rule, regulation, executive order, decree, writ, judgment, preliminary or permanent injunction or restraining order prohibiting or restricting the contribution by DSM, (2) the expiration or early termination of the applicable waiting periods under the HSR Act, as amended, and the receipt of required approvals from the European Commission and certain other governmental authorities, and (3) the absence of any change, event, circumstance, development or effect that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as such term is defined in the Contribution Agreement). Each party s obligation to consummate the transactions contemplated by the Contribution Agreement is also subject to (x) the accuracy of each other party s representations and warranties contained in the Contribution Agreement (subject to certain materiality qualifiers) and (y) each other party s performance and compliance in all material respects with its obligations and covenants required by the Contribution Agreement. Consummation of the transactions contemplated by the Contribution Agreement is not a condition of the Arrangement Agreement. However, consummation of the transactions contemplated by the Contribution Agreement is a condition to the Purchaser s ability to obtain the financing necessary to consummate the Arrangement Agreement. Accordingly, the failure to consummate the transactions contemplated by the Contribution Agreement would result in the Purchaser s inability to fund the Arrangement. However, Patheon has certain rights to specific performance related to the Debt Commitment Letter (as defined below) and the Equity Commitment Letter (as defined below), under the circumstances described under *The Arrangement Agreement Injunctive Relief; Specific Performance and Remedies* beginning on page [ ] and *Special Factors Sources of Funds Equity Financing* beginning on page [ ]. Under certain circumstances, the Purchaser s inability to obtain the necessary financing is likely to result in the Purchaser s obligation to pay to Patheon a fee of US$49.255 million as described under *The Arrangement Agreement Termination Fees* beginning on page [ ]. JLL Fund VI and DSM have guaranteed the payment of such fee in pro-rata portions (51% and 49% respectively). Such guarantees are described under *Special Factors Limited Guarantees* beginning on page [ ].

Each party to the Contribution Agreement has agreed to use its respective reasonable best efforts to cause the transactions contemplated by the Contribution Agreement to be consummated. However, the Contribution Agreement also includes termination provisions in favor of each party in certain circumstances including (a) if the parties mutually agree to terminate, (b) if the transactions contemplated by the Contribution Agreement are not consummated on or before April 30, 2014, (c) if the Arrangement Agreement is terminated, or (d) if there has been a material breach or failure to perform in any material respect of any of the representations, warranties, agreement or covenants set forth in the Contribution Agreement by any of the parties which has caused a condition to closing to be incapable of fulfillment, such violation or breach has not been waived by the other parties and such breach has not been cured within 30 days notice.

DSM and the Purchaser have agreed to indemnify each other for losses arising from certain breaches of the Contribution Agreement and for certain other specified liabilities, subject to certain limitations. JLL Holdco has agreed to indemnify the Purchaser for losses arising from certain breaches of the Contribution Agreement and for certain specified liabilities of Patheon, subject to certain limitations. Following the closing of the transactions contemplated by the Contribution Agreement, the principal amount of the Seller Note may be increased or decreased in accordance with the terms of the Contribution Agreement with respect to such indemnification obligations as well as certain pension plan liabilities and certain expenses and liabilities relating to certain facility rationalization, litigation and environmental matters. The specified liabilities of Patheon will offset and reduce certain liabilities of the DPP Business. In certain circumstances, the specified liabilities and indemnities with respect to Patheon may increase the principal amount of the Seller Note or may be paid in cash to the Purchaser by JLL Holdco, but in no event will any liability or indemnity related to Patheon result in any payments to be made by the Shareholders.

The Contribution Agreement provides that JLL Holdco, DSM and the Purchaser are entitled to an injunction, specific performance or other equitable relief to prevent breaches or threatened breaches of the Contribution Agreement and to

enforce specifically the terms and provisions of the Contribution Agreement, in addition to any other remedy at law or in equity.

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The Contribution Agreement contains representations and warranties made by each of JLL Holdco, DSM and the Purchaser. The assertions embodied in those representations and warranties were made solely for purposes of the Contribution Agreement and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating the terms of the Contribution Agreement, including those qualifications and limitations contained in a confidential disclosure letter provided by DSM to JLL Holdco and the Purchaser the terms of which have not been disclosed. Moreover, some of those representations and warranties may not be accurate or complete as of any particular date because they are subject to a contractual standard of materiality or material adverse effect different from that generally applicable to public disclosures to shareholders or used for the purpose of allocating risk between the parties to the Contribution Agreement rather than establishing matters of fact. For the foregoing reasons, you should not rely on the representations and warranties contained in the Contribution Agreement as statements of factual information.

Completion of the Arrangement

Subject to the provisions of the Arrangement Agreement, the Arrangement will become effective at 12:01 a.m. (Eastern time) (the Effective Time) on the date that the Certificate of Arrangement giving effect to the Arrangement is issued by the CBCA Director (the Effective Date), which is expected to occur following satisfaction or waiver of the conditions to completion of the Arrangement as set out in Article 6 of the Arrangement Agreement being satisfied or waived in accordance with the Arrangement Agreement, and the filings required under Section 192(6) of the CBCA having been filed with the CBCA Director. Completion of the Arrangement is anticipated to occur in the first half of calendar 2014; however, it is possible that completion may be delayed beyond this date if the conditions to completion of the Arrangement cannot be met on a timely basis. The Arrangement Agreement provides an outside date of April 30, 2014, after which time either party may terminate the Arrangement Agreement, subject to certain exceptions described in *The Arrangement Agreement Termination of the Arrangement Agreement* beginning on page [ ], if the Arrangement has not been consummated.

Certain Effects of the Arrangement

The Arrangement is a going private transaction, which will result in all of Patheon s outstanding Restricted Voting Shares being wholly-owned by the Purchaser and its subsidiaries. The Arrangement will have the following effects when it is completed:

Participation in Future Growth

After the completion of the Arrangement, Minority Shareholders other than members of Management receiving interests in JLL Holdco or the Purchaser as described below will cease to have ownership interests in Patheon or rights as Shareholders. As a result of the Arrangement, the Purchaser and its affiliates, as well as the members of management receiving profits interests as described below, will be the sole beneficiaries of Patheon s future earnings and growth, if any. Similarly, the Purchaser and its affiliates also will bear the risk of any losses generated by Patheon s operations and any decrease in its value after the Arrangement.

After the completion of the Arrangement, the Purchaser s interest in Patheon s net book value and net income or loss will increase from approximately 0% to 100%. Based on Patheon s annual report on Form 10-K for the year ended December 31, 2012, the following table shows what the Purchaser s and the Management Parties interests in Patheon s net book value and net earnings were as of December 31, 2012 and what those interests would have been had the Arrangement been completed as of that date. Each limited

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partner of the Purchaser will have an indirect interest in Patheon s net book value and net earnings in proportion to such limited partner s ownership interest in the Purchaser.

All amounts in US$ millions

	Ownership Prior to the Arrangement[1]				Ownership After the Arrangement[2]			
Name	**Net Book Value**	**%**	**Earnings (Loss)**	**%**	**Net Book Value**	**%**	**Earnings (Loss)**	**%**
JLL Parties[3]	**$ 69.2**	**55.7%**	**$ (21.6)**	**55.7%**	**$ [ ]**	**[ ]**	**$ [ ]**	**%**
James Mullen	**$ 2.0**	**1.6%**	**$ (0.6)**	**1.6%**	**$ [ ]**	**[ ]**	**$ [ ]**	**%**

(1) Based on beneficial ownership as of [ ], excluding Company Options (whether or not exercisable) and DSUs, and the Company s net book value at October 31, 2013, and net income (loss) for the fiscal year ended October 31, 2013.

(2) To be based upon the agreed upon and anticipated equity interests held directly, or indirectly, in the Purchaser, Patheon s net book value at October 31, 2013, and the Patheon s net income for the fiscal year ended October 31, 2013, and without giving effect to any additional indebtedness to be incurred in connection with the Arrangement. At the present time, such amounts are indeterminate, and the information will be supplied upon determination of the allocation of the equity interests in JLL Holdco and the Purchaser described below.

(3) Reflects the JLL Parties collective interest, both prior to and following the consummation of the Arrangement.

Agreements of Certain Persons with JLL Holdco and the Purchaser

Equity Incentive Interests in JLL Holdco

JLL Holdco has agreed that, immediately following the Effective Time, it will issue to Mr. Mullen, and may issue to certain other members of Patheon senior management that will remain with the Company following the Effective Time Class B Units in JLL Holdco. These equity interests will be issued pursuant to an equity incentive plan to be established by JLL Holdco. The Class B Units in JLL Holdco will be issued pursuant to the terms of the Amended and Restated Limited Partnership Agreement of JLL Holdco, which will be adopted by JLL Holdco in connection with the closing of the Arrangement. Patheon has been advised that the other partners of JLL Holdco will include an entity affiliated with JLL Partners as general partner and JLL Fund VI, JLL Associates V (Patheon), L.P., (the general partner of JLL Fund V), JLL Partners Fund V (New Patheon), L.P., certain unaffiliated co-investors and the holders of Class B Units as limited partners.

Under the terms of the JLL Holdco Amended and Restated Limited Partnership Agreement, the Class B Units will not be entitled to distributions (other than tax distributions) until the Class A Units in JLL Holdco held by the other limited partners of JLL Holdco as of the closing have received an amount per Class A Unit that would result in such limited partners receiving an aggregate amount in respect of such Class A Units equal to their aggregate initial capital contributions plus a fixed additional amount per unit. After such amount has been distributed as a priority, the holders of Class B units will be entitled, under the Amended and Restated Limited Partnership Agreement of JLL Holdco, to all distributions from JLL Holdco until such time as such holders have received an amount per Class B Unit equal to

the amount previously distributed per Class A Unit, (i.e., a catch up). The holders of Class B Units thereafter will participate in distributions by JLL Holdco with the holders of Class A Units on a pro rata basis, subject to possible dilution by future equity issuances by JLL Holdco. As a result of the foregoing distribution waterfall provision, the Class B Units will have no right to distributions, and thus no value, if distributions by and the equity value of the Purchaser, and in turn JLL Holdco, do not increase above the equity value at closing, or the distribution priority of the Class A Units is not otherwise satisfied.

The Class B Units to be issued to Mr. Mullen will represent an equity interest in JLL Holdco at closing of approximately 5.53%, and thus an indirect interest in the Purchaser of 2.82% as a result of JLL Holdco s 51% interest in the Purchaser, subject to the above described distribution waterfall.

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The Class B Units are not subject to vesting but are subject to repurchase at the lower value of fair market value or such Class B Unit s pro rata share of the aggregate catch up described above in the event that a holder of Class B Units is terminated by the Purchaser or its subsidiaries following the closing of the Arrangement for cause as defined in such holder s employment agreement, or in the event that such holder breaches the terms of any non-competition or non-solicitation covenant entered into by such holder with respect to the Purchaser or its subsidiaries following the closing of the Arrangement.

Equity Incentive Interests in the Purchaser

The Purchaser has agreed with Mr. Mullen to establish an equity incentive plan for members of senior management of Patheon and of the DPP Business who will become senior managers of the Purchaser, and possibly other senior managers of the Purchaser to be identified subsequently, upon the closing of the Arrangement. The Purchaser s equity incentive plan will provide for the issuance of profits interests for U.S., federal income tax purposes and other types of equity incentive interests to employees of the Purchaser and its subsidiaries. Equity interests available under the Purchaser plan for senior executives will represent 10% of the fully diluted units in the Purchaser notwithstanding any future dilution of the Purchaser s equity capital. Within this pool, (i) 5% will vest annually over four years with full acceleration upon a change of control, (ii) 2% will vest upon any change of control, or upon an initial public offering of the Purchaser followed by JLL and its affiliates selling below 20% of their aggregate ownership as of the closing, and (iii) 1% will vest upon realization by JLL of cash-on-cash returns from its aggregate investment in JLL Holdco of 2.0x, 2.5x and 3.0x, respectively.

The allocation of the interests in the Purchaser s equity incentive plan has yet to be determined. However, Messrs. Mullen, Lytton and Grant are expected to be participants in the equity incentive plan and hold the largest interests therein. The allocations will be determined by the Purchaser in consultation with Mr. Mullen.

Directors of the Purchaser and other employees of the combined company who are not part of senior management of the Purchaser following the effectiveness of the Arrangement are not expected to be eligible to participate in the Purchaser equity incentive plan for senior managers. Additional incentive plans may be established by the Purchaser that will be available to such individuals.

Effect on the Market for Patheon s Restricted Voting Shares

Following the consummation of the Arrangement, there will be no publicly traded Restricted Voting Shares.

Delisting of Patheon s Restricted Voting Shares

Following the consummation of the Arrangement, Patheon will apply to delist the Restricted Voting Shares from the TSX.

Reporting Requirements Terminated

Following the consummation of the Arrangement, the registration of the Restricted Voting Shares under the Exchange Act will be terminated. Due to this termination, Patheon will no longer be required to file annual, quarterly and current reports with the SEC. Moreover, Patheon will no longer be subject to the requirement to furnish proxy statements in connection with meetings of shareholders pursuant to Section 14(a) of the Exchange Act and the related requirement under the Exchange Act to furnish an annual report to Shareholders. Similarly, Patheon will make an application to terminate its status as a reporting issuer under Canadian provincial and territorial securities laws, and will cease to file reports with Canadian securities regulatory authorities.

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Dissent Shares

Each Dissent Share outstanding held by any of the Shareholders properly exercising dissent rights (Dissenting Shareholders) shall be deemed to be transferred to Canco (as assignee of the Purchaser under the Arrangement Agreement) (free and clear of any liens) without any further authorization, act or formality in consideration for the right to receive an amount determined and payable in accordance with Article 3 of the Plan of Arrangement, and the names of such Dissenting Shareholders shall be removed from the applicable registers of Shareholders, and Canco shall be recorded as the registered holder of such Dissent Shares so acquired and shall be deemed to be the legal and beneficial owner thereof.

Restricted Voting Shares

Each Restricted Voting Share outstanding (including any Restricted Voting Shares issued upon the due exercise of any Company Options prior to the Effective Time), other than Dissent Shares, held by any of the Patheon public Shareholders shall be transferred to Canco (free and clear of any liens) in exchange for the aggregate Share Consideration, less amounts withheld and remitted in accordance with Section 4.4 of the Arrangement Agreement, which shall be paid from the funds deposited with the Depositary, and the names of the Patheon public shareholders shall be removed from the applicable registers of shareholders, and Canco shall be recorded as the registered holder of such Restricted Voting Shares so acquired and shall be deemed to be the legal and beneficial owner thereof.

Special Preferred Voting Shares

All of the Special Preferred Voting Shares, all of which are held by JLL LLC 1, shall be purchased for cancellation by the Company (free and clear of any liens) for an aggregate nominal payment in cash equal to US$15, and the Special Preferred Voting Shares shall thereupon be cancelled and JLL LLC 1 shall be removed from the applicable register of holders of Special Preferred Voting Shares. JLL LLC 1, as the sole holder of Special Preferred Voting Shares, has executed a written sole shareholder resolution approving the Arrangement.

Company Options

Each Company Option outstanding immediately prior to the Effective Time that has an exercise price per Restricted Voting Share that is less than US$9.32 shall be deemed to be vested and shall be acquired for cancellation by the Company (free and clear of any liens) in exchange for a cash payment from the Company per Restricted Voting Share equal to the amount by which US$9.32 (subject to the exchange rate between Canadian and American dollars as of the Effective Time) exceeds the exercise price thereof (the Option Consideration), determined if applicable pursuant to the Arrangement Agreement, and the holder of such Company Option shall thereafter only have the right to receive the Option Consideration, less amounts withheld and remitted.

Each Company Option that has an exercise price that is equal to or greater than US$9.32 per Restricted Voting Share shall be cancelled without consideration.

The Patheon stock option plan (and any previous amendments and restatements of such plan) and all Company Options thereunder, and any related agreements, shall be terminated and neither the Purchaser nor the Company, nor any other person, shall have any liabilities or obligations with respect thereto, except for the payment of the Option Consideration.

DSUs

Each DSU outstanding immediately prior to the Effective Time shall be deemed to be vested and shall be cancelled and satisfied in full in exchange for a cash payment from the Company equal to US$9.32 (the DSU Consideration), less amounts withheld and remitted, such payment to be made by the Company at the time and in accordance with the terms of the DSU Plan.

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The DSU Plan and any agreements related thereto shall be terminated and neither the Purchaser nor the Company, nor any other Person, shall have any liabilities or obligations with respect thereto, except for the payment of the DSU Consideration.

Plans for Patheon after the Arrangement

After the consummation of the Arrangement, the Purchaser anticipates that the operations of Patheon will be combined with that of the DPP Business and run as a single business. Patheon intends to apply to the TSX to have its Restricted Voting Shares delisted. Subsequently, the registration of the Restricted Voting Shares and Patheon s reporting obligations under the Exchange Act with respect to the Restricted Voting Shares will be terminated upon application to the SEC. Similarly, Patheon will make an application to cease to be a reporting issuer (or equivalent) in each of the provinces and territories of Canada following the implementation of which, Patheon will cease to have public reporting obligations under securities laws.

The Purchaser has advised Patheon that, other than as described in this Proxy Statement and the Annexes hereto, it does not have any current intentions, plans or proposals to cause us to engage in any of the following:

- an extraordinary corporate transaction following consummation of the Arrangement involving Patheon s corporate structure, business or management, such as a merger, reorganization or liquidation;
- the relocation of any material operations or sale or transfer of a material amount of assets; or
- any other material changes in its business.

We expect, however, that both before and following consummation of the Arrangement, the general partner of the Purchaser will continue to assess the Combined Patheon/DPP Business to determine what changes, if any, would be desirable following the Arrangement to enhance the combined business and operations of Patheon and the DPP Business and may cause Patheon to engage in the types of transactions set forth above if the management and/or the general partner of the Purchaser decides that such transactions are in the best interest of the Purchaser based upon such assessment. The Purchaser expressly reserves the right to make any changes it deems appropriate in light of such evaluation and review or in light of future developments.

Pursuant to the Plan of Arrangement, the resignations of all the directors of Patheon will become effective upon consummation of the Arrangement and the following persons, each of whom has consented to act in such capacity, will be appointed as directors of Patheon: [ ], [ ] and [ ].

JLL/DSM Pre-Closing Reorganization

In connection with the respective transactions contemplated by the Arrangement Agreement and the Contribution Agreement, JLL Limited has caused the formation of and is the general partner of JLL Associates VI (Patheon), L.P., an exempted limited partnership organized under the laws of the Cayman Islands, which in turn has caused the formation of and is the general partner of JLL Partners Fund VI (Patheon), L.P., an exempted limited partnership organized under the laws of the Cayman Islands. JLL Partners Fund VI (Patheon), L.P. has caused the formation of JLL Holdco in order for JLL Holdco to acquire, own and dispose of the limited partnership interests of Purchaser.

As part of the Plan of Arrangement, JLL Associates V (Patheon), L.P. (the general partner of JLL Fund V, which is the indirect holder of 55.7% of the issued and outstanding Restricted Voting Shares as of the date of this Proxy Statement) will contribute the entire general partnership interest in JLL Fund V to JLL Holdco in exchange for the general partnership interest in JLL Holdco and cash. JLL Holdco will immediately contribute the general partnership interest in JLL Fund V to the Purchaser in accordance with the terms and conditions of the Contribution Agreement. Subsequently, as part of the Arrangement, the Purchaser (or one or more designated wholly owned subsidiaries of the Purchaser) will purchase all of the limited partnership interests in JLL Fund V from the limited partners of JLL Fund V for an aggregate payment in cash equal to

the product of the Share Consideration and the number of Restricted Voting Shares held directly or indirectly by JLL Fund V at such time, less the value of the general partnership interest in JLL Fund V contributed to the Purchaser. Following these contributions, purchases and the consummation of the Arrangement, the Purchaser will own, directly or indirectly, all of the issued and outstanding Restricted Voting Shares of Patheon.

As described above, DSM and JLL Holdco have formed the Purchaser in order to acquire, own, operate, conduct and dispose of, directly or indirectly, certain pharmaceutical development and commercial manufacturing services and related businesses in the pharmaceutical industry including consummating the respective transactions contemplated by the Arrangement Agreement and the Contribution Agreement, and to receive distributions, interests and other types of income from such activities. In addition to forming the Purchaser, DSM and JLL Holdco have established JLL/Delta Patheon GP, Ltd., an exempted company incorporated in the Cayman Islands with limited liability (the Purchaser GP), in order to serve as the general partner of the Purchaser. The Purchaser may only act at the direction of the Purchaser GP which in turn may only act at the direction of its board of directors.

Concurrently with execution of the Contribution Agreement, JLL Holdco, DSM and the Purchaser GP entered into an Interim Shareholders Agreement, dated November 18, 2013, which specifies the respective rights of JLL Holdco and DSM with respect to the governance and operation of the Purchaser prior to the consummation of the Arrangement Agreement and the Contribution Agreement (the Interim Period). During the Interim Period, the board of directors of the Purchaser GP will consist of two directors, one of which is Mr. Lagarde (the JLL Director) and the other of which is Hugh Welsh (the DSM Director). The JLL Director or the DSM Director, as applicable, will recuse himself and not participate in the determination of any matter in which he has a conflict of interest. The JLL Director is permitted to lead the Purchaser with respect to obtaining the financing on behalf of the Purchaser in accordance with the Debt Commitments and with respect to negotiating equity and non-equity compensation and employment arrangements with senior management of Patheon during the Interim Period; provided, however, that all agreements of the Purchaser with respect to the financing and management arrangements, and all waivers, conditions or amendments of the Arrangement Agreement, must be approved by both directors of the Purchaser GP.

During the Interim Period, each of JLL Holdco and DSM will be solely responsible for their own expenses in connection with the negotiation, preparation, execution and compliance with the Contribution Agreement and the transactions contemplated thereby. JLL Holdco and DSM will be responsible for any documented out-of-pocket third-party expenses of the Purchaser, in connection with the consummation of the transactions contemplated by the Contribution Agreement and the Arrangement Agreement (excluding legal, tax and accounting fees), allocated fifty-one percent (51%) to JLL Holdco and forty-nine percent (49%) to DSM, provided that such expenses will be reimbursed by Purchaser following the closing of such transactions in accordance with the Contribution Agreement.

In the event that all or any portion of any Purchaser Fee is required to be paid by the Purchaser or either JLL Holdco or DSM to Patheon pursuant to the Arrangement Agreement, such fee will be allocated fifty-one percent (51%) to JLL Holdco and forty-nine percent (49%) to DSM, subject to certain exceptions set out in the Interim Shareholders Agreement.

Upon the effectiveness of the Arrangement and the transactions contemplated by the Contribution Agreement, JLL Holdco, DSM and the Purchaser GP will enter into an amended and restated Shareholders Agreement which will control the governance and operation of the Purchaser following such time.

Interests of Our Directors and Executive Officers in the Arrangement

In considering the recommendation of the Board with respect to the Arrangement Agreement, holders of Restricted Voting Shares should be aware that our executive officers and directors have interests in the Arrangement that may be

different from, or in addition to, those of our Shareholders generally. These interests

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may create potential conflicts of interest. The Board was aware that these interests existed when it approved the Arrangement Agreement. The material interests are summarized below.

Indemnification of Officers and Directors

The Company has agreed to purchase customary tail policies of directors and officers liability insurance providing protection no less favourable in the aggregate than the protection provided by the policies maintained by the Company which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and the Purchaser will, or will cause the Company to maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Date, except that Purchaser will not be required to pay any amounts in respect to such coverage prior to the Effective Time and that the costs of such policies shall not exceed 300% of the Company s annual aggregate premium for policies maintained by the Company as of November 19, 2013.

The Purchaser has agreed to honour all rights to indemnification or exculpation existing at the time of the Arrangement Agreement in favour of present and former company employees and directors of Patheon, and acknowledged that such rights will survive the completion of the Plan of Arrangement and continue in full force and effect in accordance with their terms.

Executive Officers

Employment Agreements

Each of James C. Mullen, Stuart Grant, Michael E. Lytton and Geoffrey M. Glass are party to an employment agreement with us, which requires us to make certain payments and/or provide certain benefits to such executive officers in the event of a qualifying termination of their employment. The following summarizes the potential payments to each executive officer under his current employment agreement, assuming the closing of the Arrangement and the subsequent termination of such executive officer occurs. However, the Purchaser and Mr. Mullen have agreed to negotiate in good faith an amendment to his employment agreement prior to the consummation of the Arrangement and it is contemplated that our other executive officers may be afforded the same opportunity by the Purchaser prior to the consummation of the Arrangement. Accordingly, if such amendments are entered into and the Arrangement is consummated and any such executive officer is terminated following the consummation of the Arrangement, the payments, if any, to which such executive officer is entitled will be determined in accordance with the terms of his employment agreement as so amended. The terms of such amendments have not, however, been determined as of the date of this Proxy Statement.

James C. Mullen

Mr. Mullen s employment agreement provides that if Patheon terminates his employment without cause, or if he terminates his employment for a good reason, Patheon is required to pay him severance equal to two years of his then current base salary, payable in 24 equal monthly installments. In addition, with respect to the initial grant to Mr. Mullen of 5,000,000 Company Options, if Patheon terminates his employment without cause, for incapacity or for death, or if he terminates his employment for a good reason, a pro-rata portion of such Company Options in which he would have become vested on the following anniversary of the effective date of his agreement will become immediately vested and exercisable on the date of his termination. If Mr. Mullen is terminated under circumstances entitling him to accelerated vesting of his Company Options, he will be permitted to exercise his vested Company Options within three months after the date of such termination. Mr. Mullen s right to such benefits is contingent upon his continued compliance with the confidentiality, non-disparagement, non-solicitation and non-competition

provisions of his employment agreement.

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Stuart Grant

Mr. Grant s employment agreement provides that if Patheon terminates his employment without cause, or if he terminates his employment for a good reason, Patheon is required to pay him severance equal to his annual base salary, plus an amount determined by the CHR Committee (as defined below) in its sole discretion to reflect the annual incentive Mr. Grant would have otherwise earned during the year in which the termination occurs, in twelve (12) equal monthly payments.

Geoffrey M. Glass

Mr. Glass s employment agreement, as currently amended, provides that if Patheon terminates his employment other than for cause or if he terminates his employment for a good reason, Patheon is required to pay him severance equal to his annual base salary, plus an amount determined by its Board in its sole discretion to reflect the annual incentive he would have otherwise earned during the year in which the termination occurs, in twelve (12) equal monthly payments.

Michael E. Lytton

Mr. Lytton s employment agreement, as amended, provides that if Patheon terminates his employment other than for cause or if he terminates his employment for a good reason, Patheon is required to pay him severance equal to his annual base salary, plus any performance bonus for periods of service completed prior to the date of termination, in twelve (12) equal monthly payments.

Equity Awards

The following table sets out the names of the executive officers of the Company and one former executive officer of the Company, along with the number of Restricted Voting Shares and Company Options beneficially owned by, or for which control or direction is exercised by, such executive officers and that are

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known after reasonable enquiry to be owned, or over which control or direction is exercised, by their associates or affiliates:

Name	Position	Restricted Voting Shares	Percentage of the Outstanding Restricted Voting Shares	Options[1]	Percentage of Outstanding Options	Options Currently Exercisable (Vested)
James C. Mullen	Chief Executive Officer	2,312,085	1.64%	4,000,000[2]	36.33%	1,000,000
Stuart Grant	Executive Vice President, Chief Financial Officer	0	0%	550,000	4.99%	85,000
Geoffrey M. Glass	President, Product and Technology Commercialization	0	0%	542,000	4.92%	272,200
Michael J. Lehmann	President, Global Pharmaceutical Development Services	0	0%	350,000	3.18%	0
Aqueel A. Fatmi	Executive Vice President, Global Research & Development and Chief Scientific Officer	0	0%	90,000	0.82%	0
Paul M. Garofolo	Executive Vice President, Global PDS Operations	0	0%	497,000	4.51%	258,200
Michael E. Lytton	Executive Vice President, Corporate Development and Strategy and General Counsel	379,030	0.27%	415,000	3.77%	0
Harry R. Gill, III	Senior Vice President, Quality and Continuous Improvement	0	0%	330,000	3.00%	50,000
Rebecca Holland New	Chief Human Resources Officer, Senior Vice President and Corporate	0	0%	444,250	4.03%	100,000

	Communications					
Antonella Mancuso[3]	Former Executive	22,800	0.01%	0	0%	0%

Notes:

(1) At the Effective Time, all Company Options shall have fully vested, and shall entitle the holder thereof to the difference between the exercise price and US$9.32 for each Company Option.

(2) Mr. Mullen has entered into an Option Waiver and Termination Agreement pursuant to which he has agreed to waive his rights to the acceleration described in note (1) above and to voluntarily terminate and cancel all 4,000,000 of his outstanding Company Options immediately prior to, but subject to the occurrence of, the Effective Time.

(3) Ms. Mancuso s employment with Patheon ceased effective July 10, 2013. The number of Restricted Voting Shares is based solely on the Form 4 filed with the SEC by Ms. Mancuso on July 3, 2013.

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Directors

The directors (other than directors who are also executive officers) hold, in the aggregate, 11,908,529 Restricted Voting Shares, representing approximately [8.45]% of the Restricted Voting Shares outstanding on [ ], 2014. The directors (other than directors who are also executive officers) also hold, in the aggregate, 10,000 Company Options all of which have an exercise price per share greater than US$9.32, representing approximately 0.09% of the Company Options outstanding on [ ], 2014. All of the Restricted Voting Shares and Company Options held by the directors will be treated in the same fashion under the Arrangement as Restricted Voting Shares and Company Options that have an exercise price per Restricted Voting Share greater than US$9.32 held by every other Shareholder and holder, respectively. For a discussion of the Share Consideration to be received for Restricted Voting Shares and/or Company Options under the Arrangement, see *The Arrangement Principal Steps of the Arrangement* beginning on page [ ] below.

Three of Patheon s nine directors (being Messrs. Lagarde, Levy and O Leary) are nominees of JLL LLC 1. In addition, Messrs. Lagarde, Levy and Agroskin are all Managing Directors of, and Mr. O Leary is a Vice President of JLL Partners, Inc. For a discussion of the arrangements involving JLL, see *Interests of Informed Persons in Material Transactions Other than the Arrangement* beginning on page [ ] below.

Consistent with standard practice in similar transactions, in order to ensure that the directors do not lose or forfeit their protection under liability insurance policies maintained by Patheon, the Arrangement Agreement provides for the maintenance of such protection for six years. See *Special Factors Interests of Our Directors and Executive Officers in the Arrangement Indemnification of Officers and Directors* beginning on page [ ] above.

The following table sets out the number of Restricted Voting Shares, Company Options and DSUs beneficially owned by, or for which control or direction is exercised by, the directors and that are known after reasonable enquiry to be owned, or over which control or direction is exercised, by their associates or affiliates:

Name and Address	Restricted Voting Shares	Percentage of Outstanding Restricted Voting Shares	Company Options[1]	Percentage of Outstanding Company Options	Company Options Currently Exercisable (Vested)	Number of DSUs held[2]
James C. Mullen	2,312,085	1.64%	4,000,000	36.22%	1,000,000	
Brian G. Shaw	110,939	0.08%		0%		92,673.50
David E. Sutin	56,454[3]	0.04%		0%		70,618.30
Joaquin B. Viso	11,689,698[4]	8.29%		0%		116,132.12
Daniel Agroskin[7]		0%		0%		116,132.12
Derek J. Watchorn	51,438[6]	0.04%	10,000	0.09%	10,000	174,034.60
Michel Lagarde[7]		0%		0%		
Paul S. Levy[7]		0%		0%		
Nicholas O Leary		0%		0%		

Notes:

(1) At the Effective Time, all Company Options shall have fully vested, and the holder thereof shall be entitled to the positive difference, if any, between the exercise price and US$9.32 for each Company Option.
(2) Pursuant to the Plan of Arrangement, at the Effective Time, each DSU entitles the holder thereof to a payment of US$9.32 per DSU.
(3) These Restricted Voting Shares are beneficially owned by Mr. Sutin and are in the registered name of 1376124 Ontario Ltd.
(4) These Restricted Voting Shares are jointly owned by Mr. Viso s wife, Olga Lizardi.
(5) Of this amount, DJW Investment Holdings Ltd. is the registered holder of 21,054 Restricted Voting Shares.

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(6) 5,000 of Mr. Watchorn s Company Options have an exercise price in excess of US$9.32 per Restricted Voting Share and accordingly will be cancelled for no consideration at the Effective Time pursuant to the Plan of Arrangement.

(7) Does not include Restricted Voting Shares indirectly held by JLL Fund V. Messrs. Agroskin, Lagarde and Levy are Managing Directors of an affiliate of JLL Fund V. Mr. O Leary is a Vice President of an affiliate of JLL Fund V.

Golden Parachute Compensation

The information set forth in the table below is intended to comply with Item 402(t) of Regulation S-K, which requires disclosures of information about certain compensation for each of Patheon s named executive officers that is based on or otherwise relates to the Arrangement. Please note that the amounts indicated below are estimates based on multiple assumptions that may or may not actually occur or be accurate on the relevant date, including assumptions described below, and do not reflect certain compensation actions that may occur before the completion of the Arrangement. For purposes of calculating the amounts set forth below, we have assumed that the Arrangement closes on [ ], 2014 and a termination of the named executive officer s employment without cause or as a result of the executive s resignation for good reason occurs immediately after the consummation of the Arrangement on [ ], 2014. As required by Item 402(t) of Regulation S-K, relevant amounts set forth below have been calculated based on a per Restricted Voting Share price of US$9.32, the price per share payable in accordance with the Arrangement Agreement. In addition, a portion of the equity amounts shown in the Equity column below may become vested in the ordinary course prior to the actual date that the Arrangement is completed.

Name[1]	Cash (US$)[2]	Equity (US$)[3]	Pension/ NQDC (US$)	Perquisites/ Benefits (US$)	Tax Reimbursement (US$)	Other (US$)	Total (US$)
James C. Mullen	$ 1,800,000	$ 0					$ 1,800,000
Stuart Grant	$ 623,500	$ 3,485,046					$ 4,108,6546
Geoffrey M. Glass	$ 580,000	$ 1,923,865					$ 2,503,865
Michael E. Lytton	$ 600,000	$ 3,042,920					$ 3,642,920

(1) Antonella Mancuso, Eric Evans and Mark Kontny were named executives officers for the 2012 fiscal year in Patheon s annual proxy statement. The employment of each such executive has terminated and none of such named executive officers is entitled to any compensation based on or otherwise related to the Arrangement except to the extent such individual beneficially owns any equity of Patheon.

(2) The cash payments payable to Mr. Mullen consist of payments in an amount equal to 24 months of Mr. Mullen s current annual base salary, payable in 24 equal monthly installments. The cash payments payable to each of Messrs. Grant and Glass consist of payments in an amount equal to (x) 12 months of annual base salary and (y) the bonus the executive would have been entitled to receive for the year of termination (as determined by the Compensation and Human Resources Committee of the Board), calculated for purposes of this table at the executive s target bonus level, pursuant to each executive s existing employment agreement with Patheon, payable in 12 equal monthly installments. The cash payments payable to Mr. Lytton consist of payments in an amount equal to 12 months of annual base salary under Mr. Lytton s existing employment agreement with Patheon, payable in 12 equal monthly installments. All such payments are double-trigger arrangements. See Special Factors Interests of Our Directors and Executive Officers in the Arrangement Executive Officers Employment Agreements beginning on page [ ] below for more information regarding the terms and conditions of the executive s existing employment agreements with Patheon.

(3) As described above, each named executive officer s unvested Company Options as of [ ], 2013, will immediately and automatically vest and become exercisable in connection with the Arrangement on a single trigger basis. The amounts shown in the table above represent the excess of US$9.32 over the applicable exercise price of such Company Options. Company Options granted with an exercise price

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expressed in CDN$ have been converted to US$ based on the exchange rate on November 18, 2013 of CDN$1.043:US$1.00. As explained in The Arrangement Principal Steps of the Arrangement beginning on page [ ] below, Mr. Mullen has agreed to terminate and cancel all of his Company Options to purchase Restricted Voting Shares in connection with the Arrangement. The value of such terminated Company Options has not been included in the amounts shown in the table above. In addition, as explained in The Arrangement Principal Steps of the Arrangement it is anticipated that Mr. Mullen and other named executive officers of Patheon will receive grants of equity incentive interests in each of JLL Holdco and the Purchaser on terms described in such section.

Option Waiver and Termination Agreements

In connection with the Arrangement, on November 18, 2013, James Mullen, Patheon s CEO, entered into an Option Waiver and Termination Agreement with Patheon to facilitate the Arrangement. Pursuant to the Option and Waiver Termination Agreement, Mr. Mullen has agreed to voluntarily terminate and cancel 4,000,000 Company Options to purchase Restricted Voting Shares, immediately prior but subject to the consummation of the Arrangement. Each of Mr. Mullen s Company Options has an exercise price of CDN$2.62 per share. Based on the US$ to CDN$ exchange rate on November 18, 2013, the value of the Share Consideration in CDN$ is CDN$9.72 per Restricted Voting Share. As a result, the Company Options that Mr. Mullen has agreed to terminate upon and subject to the consummation of the Arrangement each has an in-the-money, pre-tax value of CDN$7.10 per Restricted Voting Share, representing an aggregate in-the-money, pre-tax value of CDN$28,400,000 (approximately US$27,050,000 based on the exchange rate of November 18, 2013, the last business day prior to the announcement of the Arrangement Agreement, of US$1.043 per CDN$1.00).

It is anticipated that other senior executives of Patheon may be provided an opportunity to terminate and cancel vested, in-the-money Company Options prior to the Effective Time under similar agreements. Termination of Company Options results in a reduction in the funds that would otherwise be required by the Purchaser (including Patheon) to acquire the outstanding equity of Patheon if such Company Options were to be purchased for cash like other outstanding Company Options.

Equity Arrangements with the Purchaser and JLL Holdco

JLL Holdco has agreed, and the Purchaser expects, to grant certain equity interests to James Mullen in connection with the closing of the Arrangement. The equity interests in the Purchaser will also be granted to additional members of Patheon management, including the named executive officers, but the allocation of such interests has not yet been determined. The equity interests in JLL Holdco are expected to be made available to certain members of Patheon management to the extent that they enter into option waiver and termination agreements on identical terms to the agreement entered into by Mr. Mullen.

Employment Arrangements

It is anticipated that Messrs. Mullen, Lytton and Grant and other senior executives of Patheon will enter into amendments of their existing employment agreements in connection with their assumption of executive positions with the Purchaser. The Purchaser has agreed with Mr. Mullen that he will be appointed the Chief Executive Officer of the Purchaser following the Effective Time. The terms of such new agreements have not been determined as of the date of this Proxy Statement.

Voting Agreements

In connection with the Arrangement Agreement, JLL LLC 1, James C. Mullen, Michael E. Lytton and Meghan Lytton, jointly, Brian G. Shaw, David E. Sutin, Joaquin B. Viso and Olga Lizardi, jointly, DJW Investment Holdings

Limited and Derek J. Watchorn (each, a Supporting Shareholder and collectively, the Supporting

Shareholders) entered into the Voting Agreements, whereby each Supporting Shareholder agreed to vote all of the Restricted Voting Shares beneficially owned by such Supporting Shareholder in favor of:

- approving the Arrangement Resolution; and
- approving any other matter necessary or desirable for the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement.

In addition, each Supporting Shareholder has agreed to vote all of the Restricted Voting Shares beneficially owned by such Supporting Shareholder against:

- any merger agreement or merger, consolidation, combination, sale or transfer of a material amount of assets, amalgamation, plan of arrangement, reorganization, recapitalization, dissolution, liquidation or winding up of or by Patheon or any other Acquisition Proposal, as defined above under *The Arrangement Agreement Non-Solicitation of Transactions; Changes to Recommendation* , other than the Arrangement or transactions contemplated by the Arrangement Agreement;
- any amendment of Patheon s charter document or bylaws or other proposal or transaction, involving Patheon or any of its subsidiaries, which amendment or other proposal or transaction would in any manner delay, impede, frustrate, prevent or nullify the Arrangement or any of the transactions contemplated by the Arrangement Agreement or change in any manner the voting rights of holders of Restricted Voting Shares; and
- any action, agreement, transaction, or proposal that would result in a breach of any representation, warranty, covenant, agreement or other obligation of Patheon in the Arrangement Agreement or of the respective Supporting Shareholder under the Voting Agreement or otherwise impede interfere with, delay, postpone, discourage, or adversely affect the consummation of the Arrangement or any of the transactions contemplated by the Arrangement Agreement.

Each Supporting Shareholder also agreed:

- not to take any other action, directly or indirectly, which could reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement and the other transactions contemplated by the Arrangement Agreement and the Voting Agreements;
- not to do indirectly what may not be done directly with respect to certain covenants contained in the Voting Agreement, including the agreements to vote described above;
- not to, directly or indirectly, exercise or cause to be exercised any rights of appraisal or dissent or otherwise oppose in any manner the treatment of the Restricted Voting Shares beneficially owned by such Supporting

Shareholder pursuant to the Arrangement;

not to requisition or join in the requisition of any meeting of Shareholders;

to provide Patheon or the Purchaser, upon request, with evidence that the Supporting Shareholder has complied with his, her or its obligations to vote in favour of the approval, consent, ratification and adoption of the Arrangement and the Arrangement Resolution and not to revoke any voting instructions or proxy executed and delivered in respect thereto; and

to allow certain disclosures of the matters contemplated by the Voting Agreement.

Each Supporting Shareholder has agreed not to transfer any of his, her or its Restricted Voting Shares during the term of his, her or its respective Voting Agreement, other than pursuant to the Arrangement Agreement. Each Voting Agreement shall terminate upon the earliest of written agreement of the Purchaser, Patheon and the respective Supporting Shareholder to terminate such agreement, the Arrangement Agreement being terminated in accordance with its terms, or the Effective Time of the Arrangement.

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In addition, each of the Supporting Shareholders who is a director or officer of the Company (or a spouse thereof) agreed to certain covenants restricting, among other things, such Supporting Shareholder s ability to solicit, assist, initiate, knowingly encourage or otherwise facilitate any inquiry, proposal or offer that constitutes an acquisition proposal. Under the terms of the Voting Agreements with persons who are directors or officers of the Company, the parties agreed that nothing in the applicable Voting Agreement is intended to restrict the applicable Supporting Shareholder s discretion to act in a manner consistent with all fiduciary obligations imposed on such Supporting Shareholder in his or her capacity as an officer or director of Patheon.

Under the Voting Agreement entered into by JLL LLC 1, JLL LLC 1 waived certain rights under an investor agreement, dated April 27, 2007, between JLL LLC 1 and Patheon (the Investor Agreement) with respect to its rights to approve the Arrangement or the other transactions contemplated by the Arrangement Agreement. See *Interests of Informed Persons in Material Transactions Other than the Arrangement Arrangements with JLL Parties Investor Agreement; Special Approval Rights* for more information regarding the Investor Agreement.

The Directors and executive officers of the Company who entered into the Voting Agreements are identified under the heading *Interests of Informed Persons in Material Transactions Other than the Arrangement Interests of Certain Persons in the Arrangement*. As of November 19, 2013 (the date on which the Arrangement was announced) the parties to the Voting Agreements owned approximately 20.45% of the total outstanding Restricted Voting Shares that are eligible to vote in the Majority-of-the-Minority Vote and the parties to the Voting Agreements in aggregate own approximately 66.08% of all outstanding Restricted Voting Shares.

Sources of Funds

We estimate that the total amount of funds necessary to complete the Arrangement and the related transactions and financings, including the prepayment of Patheon s US$618 million and payment of related fees and expenses, will be approximately US$2.1 million.

We expect this amount to be funded through a combination of the following:

- equity financing of up to US$462 million (including US$310 million to be provided by affiliates of the JLL Parties);
- up to US$1,850.0 million in the aggregate from debt financing; and
- approximately US$50.0 million of cash on hand at Patheon.

Purchaser has obtained the equity and debt financing commitments described below. The funding under those commitments is subject to conditions, including conditions that do not relate directly to the Arrangement Agreement. Purchaser has represented to Patheon that, subject to the satisfaction of the conditions to such commitments, it will have sufficient committed equity and debt financing to complete the transaction. Although obtaining the equity or debt financing is not a condition to the completion of the Arrangement, the failure of the Purchaser to obtain sufficient financing would result in the failure of the Arrangement to be completed. However, pursuant to the Arrangement Agreement, the Company has the right to specifically enforce Purchaser s obligations to enforce the terms of the Debt Commitment Letter entered into with the Lenders and the Equity Commitment Letter under the circumstances described under *The Arrangement Agreement Injunctive Relief; Specific Performance and Remedies* beginning on

page [ ] Under certain circumstances, the Purchaser s inability to obtain the financing is likely to result in the Purchaser s obligation to pay to Patheon a fee of US$49.255 million as described under *The Arrangement Agreement Termination Fees* beginning on page [ ]. JLL Fund VI and DSM have guaranteed the payment of such fee in pro-rata portions as described under *Special Factors Limited Guarantees* beginning on page [ ] below.

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Equity Financing

The Purchaser has received equity financing commitments for the transactions contemplated by the Arrangement, the aggregate proceeds of which will be used by the Purchaser to fund a portion of its obligations under the Arrangement Agreement. JLL Fund VI, JLL Partners Fund V, L.P. and JLL Associates V (Patheon), L.P. (collectively the Sponsors) have committed to capitalize JLL Holdco with an aggregate equity contribution in an amount of US$310 million, and JLL Holdco has committed to capitalize Purchaser with an equity contribution in an amount of US$462 million, in each case on or prior to the time specified in the Arrangement Agreement and on the terms and subject to the conditions set forth in the Equity Commitment Letter, dated as of November 18, 2013 (the Equity Commitment Letter).

The Sponsors equity commitments under the Equity Commitment Letter are made severally and not jointly. Of the aggregate commitment amount of US$310 million, JLL Fund VI has committed to contribute US$200 million, JLL Partners Fund V, L.P. has committed to contribute US$50 million and JLL Associates V (Patheon), L.P. has committed to contribute US$60 million by contributing its existing general partnership interest in JLL Fund V pursuant to the Contribution Agreement.

JLL Holdco represented and warranted to the Purchaser in the Equity Commitment Letter that it has available and will continue to have available sufficient commitments from the Sponsors and certain co-investors to fund the entire amount of its commitment in accordance with the Equity Commitment Letter.

Patheon is an express third-party beneficiary of the Equity Commitment Letter in the limited circumstances specified in the Arrangement Agreement in which Patheon is entitled to seek specific performance of the Purchaser s obligation to cause the financing contemplated by the Equity Commitment Letter to be funded.

The Sponsors and JLL Holdco s equity commitment is generally subject to the conditions that (i) all conditions under the Debt Commitment Letter or any successor debt financing (other than the condition to make the equity contribution) have been satisfied or waived (ii) all conditions to the Purchaser s obligation to complete the Arrangement under the Arrangement Agreement (other than the deposit of the Consideration and any conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to such conditions actually being satisfied at the Effective Date) shall have been satisfied or waived and (iii) the Arrangement Agreement has not been terminated. JLL Holdco s obligations to provide the equity financing pursuant to the Equity Commitment Letter will terminate upon the earlier of the date on which the Arrangement Agreement is terminated in accordance with its terms and the consummation of the transactions contemplated by the Arrangement Agreement. All obligations of the Sponsors and JLL Holdco will expire automatically six months after the termination of the Arrangement Agreement in accordance with its terms, except with respect to claims filed by JLL Holdco, the Purchaser or Patheon prior to such six month anniversary seeking to enforce Sponsors or JLL Holdco s obligations thereunder. At the closing of the Arrangement, JLL Partners Fund VI (Patheon), L.P. and JLL Partners Fund V (New Patheon), L.P. are expected to fund the portion of the equity financing for which JLL Fund VI and JLL Partners Fund V, L.P. have provided equity commitments under the Equity Commitment Letter and, accordingly, will own a pro-rata portion of the Purchaser based on their limited partnership interests in JLL Holdco as of the closing of the Arrangement.

Debt Financing

In connection with the Arrangement Agreement, the Purchaser has obtained a debt commitment letter (the Debt Commitment Letter) dated as of November 18, 2013, from UBS AG, Stamford Branch, UBS Securities LLC, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Jefferies Finance LLC, KeyBank National Association, KBCM Bridge LLC, and Morgan Stanley Senior Funding, Inc. (collectively, the Lenders) to provide, severally but not

jointly, upon the terms and subject to the conditions set forth in the Debt Commitment Letter, in the aggregate up to US$1,850.0 million in debt financing (not all of which is expected to be drawn at the closing of the Arrangement) to one or more subsidiaries of Purchaser, consisting of the following:

a US$1,150.0 million senior secured term loan facility;

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a US$200.0 million senior secured revolving credit facility; and

a US$500.0 million senior unsecured bridge facility (which would be utilized in the event that, and to the extent that, Purchaser does not issue and sell the full amount of the senior notes referred to below at or prior to the closing of the Arrangement).

It is also expected that, at or prior to the closing of the Arrangement, an indirect subsidiary of the Purchaser formed under the laws of the Netherlands (the Parent Borrower) will issue up to US$500.0 million in aggregate principal amount of senior notes in an offering conducted under Rule 144A of the United States Securities Act of 1933, as amended, (the Securities Act) and/or Regulation S of the Securities Act, as applicable, or another private placement transaction. We refer to the financing described above collectively as the debt financing. The aggregate principal amount of the term loan facility may be increased to fund certain original issue discount or upfront fees in connection with the debt financing. The proceeds of the debt financing will be used (i) to finance, in part, the payment of the amounts payable under the Arrangement Agreement, the refinancing of certain of the Company s indebtedness outstanding as of the closing of the Arrangement and the payment of related fees and expenses, (ii) to provide ongoing working capital and (iii) for other general corporate purposes of the Company and its subsidiaries.

In addition, pursuant to the Contribution Agreement, DSM will receive the Seller Note.

The debt financing contemplated by the Debt Commitment Letter is conditioned on the consummation of the transactions contemplated by the Arrangement Agreement and Contribution Agreement, as well as other customary conditions, including, but not limited to:

the execution and delivery by the borrowers and guarantors of definitive documentation, consistent with the Debt Commitment Letter;

the consummation of the equity financing prior to or substantially concurrent with the debt financing;

subject to certain limitations, the absence of a Company material adverse effect since July 31, 2013, and the absence of a material adverse effect on the DPP Business since December 31, 2012;

payment of all applicable fees and expenses;

delivery of certain audited, unaudited and pro forma financial statements;

as a condition to the availability of the bridge facilities, the agents having been afforded a marketing period of at least 15 consecutive days (subject to certain blackout dates) following receipt of portions of a customary offering memorandum and certain financial statements;

receipt by the administrative agent of documentation and other information required under applicable know your customer and anti-money laundering rules and regulations (including the PATRIOT Act);

subject to certain limitations, the execution and delivery of all documents and instruments required to create and perfect a security interest in specified items of collateral;

prior to or substantially concurrent with the debt financing, the refinancing or repayment of all existing third party indebtedness for borrowed money of the Company and its subsidiaries and the DPP Business, except for certain indebtedness that the Lenders and Purchaser may reasonably agree may remain outstanding after the closing of the Arrangement, indebtedness related to certain ordinary course working capital facilities, and indebtedness permitted under the Arrangement Agreement and Contribution Agreement (provided that letters of credit may remain outstanding to the extent back-stopped or cash collateralized); and

the accuracy in all material respects of certain representations and warranties in the Arrangement Agreement and Contribution Agreement, and specified representations and warranties in the loan documents.

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If any portion of the debt financing becomes unavailable on the terms and conditions contemplated by the Debt Commitment Letter, and such portion is reasonably required to fund the aggregate amounts payable under the Arrangement Agreement, the Purchaser is required to use its reasonable best efforts to obtain alternative financing (in an amount sufficient to consummate the transactions contemplated by the Arrangement Agreement) from reasonably acceptable sources on terms and conditions no less favorable to the Purchaser than such unavailable debt financing (including the flex provisions contained in the fee letter referenced in the Debt Commitment Letter). As of [ ], 2014, the last practicable date before the printing of this Proxy Statement, no alternative financing arrangements or alternative financing plans have been made in the event the debt financing is not available as anticipated. Except as described herein, there is no plan or arrangement regarding the refinancing or repayment of the debt financing. The documentation governing debt financing contemplated by the Debt Commitment Letter has not been finalized and, accordingly, the actual terms of the debt financing may differ from those described in this Proxy Statement.

Subject to certain limitations, the Lenders may invite other banks, financial institutions and institutional lenders to participate in the debt financing contemplated by the Debt Commitment Letter and to undertake a portion of the commitments to provide such debt financing.

Term Facility

Interest under the senior secured term loan facility will be payable, at the option of the borrower, either at a base rate (subject to a floor of 2.0% and based on the highest of the prime rate, the overnight federal funds rate plus ½ of 1.0% and the one-month LIBOR rate plus 1.0%) plus 3.25% or a LIBOR-based rate (subject to a floor of 1.0%) plus 4.25%. Interest will be payable, in the case of loans bearing interest based on LIBOR, at the end of each interest period set forth in the credit agreement (but at least every three months) and, in the case of loans bearing interest based on the base rate, quarterly in arrears. The senior secured term loan facility will mature seven years from the date of closing of the Arrangement and will amortize in equal quarterly installments in aggregate annual amounts equal to 1.00% of the original principal amount.

The borrower under the term loan facility will be the Parent Borrower. All obligations of the Parent Borrower under the senior secured term loan facility will be guaranteed, subject to certain agreed upon exceptions, on a joint and several basis by the wholly-owned material restricted subsidiaries of the Parent Borrower. The senior secured term loan facility will be secured, subject to certain agreed upon exceptions, by a security interest in substantially all of the assets, including equity securities, of the Parent Borrower, each Subsidiary Borrower and each guarantor.

The senior secured term loan facility will contain customary affirmative covenants including, among other things, delivery of annual audited and quarterly unaudited financial statements, notices of defaults, material litigation and material ERISA events, submission to certain inspections, maintenance of property and customary insurance, payment of taxes and compliance with laws and regulations. The term facilities also will contain customary negative covenants that, subject to certain exceptions, qualifications and baskets, generally will limit the Parent Borrower s and its restricted subsidiaries ability to incur debt, create liens, make fundamental changes, enter into non-ordinary course asset sales, make certain investments and acquisitions, pay dividends or distribute or redeem certain equity, prepay, purchase or redeem certain debt, amend subordinated indebtedness and change its fiscal year.

Revolving Facility

Interest under the senior secured revolving credit facility will be payable, at the option of the borrower, either at a base rate (based on the highest of the prime rate, the overnight federal funds rate plus ½ of 1.0% and the one-month LIBOR rate plus 1.0%) plus 3.25% or a LIBOR-based rate (subject to a floor of 1.0%) plus 4.25%. Interest will be

payable, in the case of loans bearing interest based on LIBOR, at the end of each interest period set forth in the credit agreement (but at least every three months) and, in the case of loans bearing interest based on the base rate, quarterly in arrears. The senior secured revolving credit facility

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will mature five years from the date of closing of the Arrangement. The senior secured revolving credit facility will be available on a revolving basis from the closing of the Arrangement; provided, however, that, subject to certain exceptions, the drawings on the Effective Date may not exceed US$25.0 million plus any amount required to fund certain original issue discount or upfront fees in connection with the debt financing.

The borrowers under the revolving credit facility will be the Parent Borrower, at least one U.S. subsidiary of the Parent Borrower (the U.S. Borrower), and at the Parent Borrower s election, one or more of its non-U.S. subsidiaries (each, a Subsidiary Borrower). All obligations of the U.S. Borrower under the senior secured revolving credit facility will be guaranteed, subject to certain agreed upon exceptions, on a joint and several basis by the U.S. Borrower s direct or indirect wholly-owned material restricted U.S. subsidiaries, and, to the extent that such guarantee would not result in adverse tax consequences, by the Parent Borrower and any other wholly-owned material restricted subsidiary of the Parent Borrower (collectively, the U.S. Guarantors). All obligations of any Subsidiary Borrower under the senior secured revolving credit facility will be guaranteed, subject to certain agreed upon exceptions, on a joint and several basis by each other Subsidiary Borrower, the Parent Borrower, and the U.S. Guarantors. All obligations of the Parent Borrower under the senior secured revolving credit facility will be guaranteed, subject to certain agreed upon exceptions, on a joint and several basis by the Subsidiary Borrowers and the U.S. Guarantors. The senior secured revolving credit facility will be secured, subject to certain agreed upon exceptions, by (i) in the case of U.S. Borrower obligations, a security interest in substantially all of the assets of the U.S. Borrower and each U.S. Guarantor; (ii) in the case of Parent Borrower and Subsidiary Borrower obligations, a security interest in substantially all of the assets of the Parent Borrower, each Subsidiary Borrower, the U.S. Borrower and each guarantor.

The revolving credit facility will contain customary affirmative covenants including, among other things, delivery of annual audited and quarterly unaudited financial statements, notices of defaults, material litigation and material ERISA events, submission to certain inspections, maintenance of property and customary insurance, payment of taxes and compliance with laws and regulations. The revolving credit facility will also contain customary negative covenants that, subject in each case to certain exceptions, qualifications and baskets, generally will limit the Parent Borrower s and its restricted subsidiaries ability to incur debt, create liens, make fundamental changes, enter into non-ordinary course asset sales, make certain investments and acquisitions, pay dividends or distribute or redeem certain equity, prepay, purchase or redeem certain debt, amend subordinated indebtedness and change its fiscal year. The revolving credit facility will also contain a maximum first lien leverage ratio covenant which will be tested at the end of each quarter to the extent the usage under the revolving credit facility exceeds a certain specified amount at the end of such quarter.

Bridge Facility

The borrower under the senior unsecured bridge facility will be the Parent Borrower. Interest under the senior unsecured bridge facility will initially equal the LIBOR-based rate for the senior secured term loan facility (subject to a 1.0% floor), plus 725 basis points for the first 3-month period commencing on the Effective Date, increasing by 50 basis points every three months thereafter up to a cap. The senior unsecured bridge facility will be guaranteed by the same entities that guarantee the senior secured term loan facility and the senior secured revolving credit facility.

Any loans under the senior unsecured bridge facility that are not paid in full on or before the first anniversary of the Effective Date will automatically be converted into a senior unsecured term loan maturing eight years after the Effective Date. After such a conversion, the holders of outstanding senior unsecured term loans may choose, subject to certain limitations, to exchange their loans in whole or in part for senior unsecured exchange notes that mature eight years after the Effective Date.

The senior unsecured bridge facility is expected to contain incurrence-based negative covenants that, subject to certain exceptions, qualifications and baskets, will restrict, among other things, the Parent Borrower s and its restricted subsidiaries ability to incur debt, create liens, enter into asset sales, and pay dividends,

affirmative covenants to deliver annual and quarterly financial statements and provide notices of default, and such other affirmative and negative covenants customarily found in high yield indentures of comparable issuers.

It is expected that, in lieu of borrowings under the senior unsecured bridge facility, at or prior to the closing of the Arrangement, up to US$500 million in aggregate principal amount of senior notes will be issued by the Parent Borrower in an offering conducted under Rule 144A of the Securities Act, Regulation S of the Securities Act, or another private placement transaction.

Subordinated Debt Financing

A to-be-formed holding company that will become a subsidiary of the Purchaser (the Note Issuer) will issue a seller note to DSM in connection with the Contribution Agreement (the Seller Note). The initial principal amount of the Seller Note will be approximately US$200 million. Interest will accrue at an annual rate of 10.75% and will compound at intervals mirroring the interest payment dates of the senior unsecured notes issued at the Effective Date. The Seller Note will mature at the earlier of (i) a change of control and (ii) six months following the initial maturity of the senior unsecured notes issued at the Effective Date. The Note Issuer will not be required to make any prepayments prior to the maturity date, and will pay the outstanding principal amount of the Seller Note, including all interest added to the principal amount, on the maturity date. The Seller Note will not contain any affirmative or negative covenants.

Limited Guarantees

Concurrently with the execution of the Arrangement Agreement, pursuant to separate guarantee agreements entered into by each of JLL Fund VI and DSM with Patheon, each of the JLL Fund VI and DSM, has unconditionally and irrevocably guaranteed the due and punctual payment when due or required of their respective applicable percentage (being 51% and 49%, respectively) of the Purchaser s monetary obligations with respect to the Purchaser Fee payable by the Purchaser in certain circumstances described below and certain other payments that may become payable by the Purchaser under the Arrangement Agreement, subject to the limitations set forth in the applicable guarantee agreement and the Arrangement Agreement. The obligations of each of JLL Fund VI and DSM under its respective guarantee agreement are limited and will not require the payment of an amount in excess of 51%, in the case of the JLL Fund VI, and 49%, in the case of DSM, of the Purchaser s monetary obligations with respect to the maximum Purchaser Fee payable by the Purchaser to Patheon under the Arrangement Agreement.

Patheon s remedy against JLL Fund VI and DSM under respective guarantee agreements is the sole and exclusive remedy available to Patheon against each of JLL Fund VI and DSM and certain related parties in respect of any liabilities or obligations related to the Arrangement Agreement or the transactions contemplated thereby, including in the event that the Purchaser breaches its obligations under the Arrangement Agreement, but excluding the obligations of JLL Fund VI in its capacity as a Sponsor under the Equity Commitment Letter.

Each guarantee agreement will terminate upon the earliest to occur of (i) the effective time of the Arrangement, (ii) the six-month anniversary of the date of termination of the Arrangement Agreement, unless a claim under the respective guarantee agreement has been made prior to such date and (iii) satisfaction in full by the respective guarantor of its obligations under the guarantee agreement.

In the event that Patheon, directly or indirectly, or any of its subsidiaries asserts in any litigation or other proceeding that certain provisions of a guarantee agreement is illegal, invalid or unenforceable then (i) the obligations of such guarantor under such guarantee agreement will terminate, (ii) if such guarantor has previously made any payments under such guarantee agreement, it will be entitled to recover such payments and (iii) neither such guarantor nor any

of its affiliates will have any liability to Patheon with respect to the transactions contemplated by the Arrangement Agreement or under such guarantee agreement.

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Certain Tax Considerations

The following summaries describe certain tax considerations generally applicable to Shareholders (other than any JLL Party) resident in either Canada or the United States in connection with the Arrangement. These summaries are of a general nature only and are not intended to be, nor should they be considered to be legal or tax advice to any particular person. These summaries do not address the tax issues relevant to holders of Company Options or DSUs. It is recommended that all security holders consult their own tax advisers concerning the application and effect of the income and other taxes of any country, province, territory, state or local tax authority, having regard to their particular circumstances.

Certain Canadian Federal Income Tax Considerations

The following summary describes certain Canadian federal income tax considerations under the Tax Act relating to the Arrangement generally applicable to Shareholders (other than any JLL Party) who, at all relevant times, for purposes of the Tax Act (i) hold their Restricted Voting Shares as capital property, (ii) deal at arm s length (within the meaning of the Tax Act) with each of the Purchaser or its assignee, the JLL Parties and Patheon and (iii) are not affiliated (as defined by the Tax Act) with the Purchaser or its assignee, the JLL Parties or Patheon (each a Selling Shareholder).

Restricted Voting Shares will be considered to be capital property to a Selling Shareholder thereof unless the Restricted Voting Shares are held in the course of carrying on a business of buying and selling securities or were acquired in a transaction or transactions considered to be an adventure or concern in the nature of trade. Certain Selling Shareholders who are resident in Canada for purposes of the Tax Act and who might not otherwise be considered to hold such Restricted Voting Shares as capital property may be entitled, in certain circumstances, to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have such Restricted Voting Shares and all other Canadian securities (as defined in the Tax Act) owned by such Selling Shareholders in the taxation year in which the election is made, and in all subsequent taxation years, deemed to be capital property. Any person contemplating making such an election should consult their own tax advisor for advice as to whether the election is available or advisable in their own particular circumstances.

This summary is based on the current provisions of the Tax Act in force on the date hereof, and the current published administrative policies and assessing practices of the Canada Revenue Agency (the CRA) as of the date hereof. This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the Proposed Amendments), and assumes that all Proposed Amendments will be enacted in the form currently proposed, although no assurance can be given that the Proposed Amendments will be enacted in their current form, or at all. This summary does not take into account or anticipate any changes in law, whether by legislative, regulatory, administrative, governmental, or judicial decision or action, or other changes in administrative policies and assessing practices of the CRA, nor does it take into account or consider provincial, territorial or foreign income tax legislation or considerations, which may materially differ from the Canadian federal income tax considerations discussed below.

This summary does not apply to a Selling Shareholder: (i) that is a financial institution for the purposes of the mark-to-market rules in the Tax Act, (ii) that has an interest in which is a tax shelter investment as defined in the Tax Act, (iii) that is a specified financial institution as defined in the Tax Act, (iv) that makes or has made and has not revoked a functional currency reporting election under Section 261 of the Tax Act, or (v) who acquires Restricted Voting Shares on the exercise of an employee share option. Such Selling Shareholders should consult their own tax advisors, having regard to their particular circumstances.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular Shareholder. Accordingly, Shareholders should consult their own tax advisors for advice as to the income tax consequences to them of the Arrangement in their particular circumstances.

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For purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of Restricted Voting Shares must be expressed in Canadian dollars (including adjusted cost base and proceeds of disposition). For purposes of the Tax Act, amounts denominated in a foreign currency generally must be converted into Canadian dollars using the rate of exchange quoted by the Bank of Canada at noon on the date such amounts arose, or such other rate of exchange as is acceptable to the CRA.

Selling Shareholders Resident in Canada

The following portion of the summary is only applicable to a Selling Shareholder who for the purposes of the Tax Act and any applicable income tax convention at all relevant times is resident, or is deemed to be, resident in Canada for purposes of the Tax Act (a Resident Selling Shareholder).

Disposition of Restricted Voting Shares for the Share Consideration

A Resident Selling Shareholder that transfers Restricted Voting Shares under the Arrangement to the Purchaser or its assignee for the Share Consideration will be considered to have disposed of such Restricted Voting Shares for proceeds of disposition equal to the amount of the Share Consideration at such time. As a result, such Resident Selling Shareholder will realize a capital gain (or a capital loss) to the extent that such Resident Selling Shareholder s proceeds of disposition, net of any reasonable costs of disposition, exceed (or are exceeded by) the aggregate adjusted cost base to the Resident Selling Shareholder of their Restricted Voting Shares.

Generally, one-half of any capital gain (a Taxable Capital Gain) realized by a Resident Selling Shareholder in a taxation year will be included in the Resident Selling Shareholder s income for the year. One-half of any capital loss (an Allowable Capital Loss) realized by a Resident Selling Shareholder in a taxation year generally must be deducted against Taxable Capital Gains realized in that taxation year, to the extent and in the circumstances specified in the Tax Act. Any excess of Allowable Capital Losses over Taxable Capital Gains realized in a particular taxation year may be carried back and deducted in any of the preceding three taxation years or carried forward indefinitely and deducted against net Taxable Capital Gains realized in those other years, to the extent and in the circumstances specified in the Tax Act.

If a Resident Selling Shareholder is a corporation, the amount of any capital loss arising from a disposition or deemed disposition of a Restricted Voting Share may be reduced by the amount of dividends received or deemed to be received (if any) by the corporation on the share, to the extent and under circumstances specified by the Tax Act. Analogous rules apply where the Restricted Voting Shares are owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary.

A Resident Selling Shareholder that is a Canadian-controlled private corporation (as defined in the Tax Act) throughout the relevant taxation year may be liable to pay an additional refundable tax of $6^{2/3}\%$ on certain investment income, which includes taxable capital gains and interest income.

Capital gains realized by Resident Selling Shareholders who are individuals and certain trusts may give rise to a liability for alternative minimum tax under the Tax Act. Such Resident Selling Shareholders should consult their own tax advisers.

Dissenting Shareholders

A Resident Selling Shareholder who, as a result of the exercise of Dissent Rights, disposes of Restricted Voting Shares to the Purchaser or its assignee in consideration for a cash payment from the Purchaser or its assignee, will be

considered to have disposed of the Dissent Shares for proceeds of disposition equal to the cash payment (other than any portion of the payment that is interest awarded by the Court). Such Dissenting Shareholder will realize a capital gain (or capital loss) equal to the amount by which such proceeds of disposition (excluding any interest awarded by a court), net of any reasonable costs of disposition, exceed (or are exceeded by) the aggregate adjusted cost base to such Dissenting Shareholder of the Dissent Shares immediately before the disposition. See above under the heading *Disposition of Restricted Voting Shares*

for the Share Consideration for a general description of the treatment of capital gains and capital losses under the Tax Act. Interest, if any, awarded by a court to a Resident Selling Shareholder who is a Dissenting Shareholder will be included in such Dissenting Shareholder s income for purposes of the Tax Act.

In addition, a Resident Selling Shareholder that exercised Dissent Rights and is a Canadian-controlled private corporation throughout the relevant taxation year may be liable to pay the additional refundable tax referred to above under the heading *Disposition of Restricted Voting Shares for the Share Consideration* .

Selling Shareholders Not Resident in Canada

The following portion of the summary is applicable to a Selling Shareholder who at all relevant times (i) is not, and is not deemed to be, resident in Canada for purposes of the Tax Act, and (ii) does not and will not use or hold, and is not and will not be deemed to use or hold, Restricted Voting Shares in connection with carrying on a business in Canada (a Non-Resident Selling Shareholder). Special rules, which are not discussed in this summary, may apply to a Non-Resident Selling Shareholder that is an insurer carrying on business in Canada and elsewhere.

Disposition of Restricted Voting Shares for the Share Consideration

Generally, a Non-Resident Selling Shareholder will not be subject to tax under the Tax Act in respect of any capital gain realized on the disposition of Restricted Voting Shares pursuant to the Arrangement unless such Restricted Voting Shares constitute, or are deemed to constitute, taxable Canadian property (as defined in the Tax Act) of the Non-Resident Selling Shareholder and the capital gain is not exempt from tax pursuant to the terms of an applicable tax treaty or convention.

Provided that the Restricted Voting Shares are listed on a designated stock exchange for the purposes of the Tax Act (which includes the TSX) at the time of disposition, the Restricted Voting Shares will not constitute taxable Canadian property to a Non-Resident Selling Shareholder unless at any time during the 60-month period immediately preceding the disposition the following two conditions have been met concurrently: (i) 25% or more of the issued shares of any class or series of the capital shares of Patheon were owned by: (a) the Non-Resident Selling Shareholder, (b) persons with whom the Non-Resident Selling Shareholder did not deal at arm s length, (c) partnerships in which the Non-Resident Selling Shareholder or a person with whom the Non-Resident Selling Shareholder did not deal at arm s length holds a membership interest directly or indirectly through one or more partnerships, or (d) the Non-Resident Selling Shareholder together with any such persons or partnerships described in (b) and (c); and (ii) more than 50% of the fair market value of the shares of Patheon was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, Canadian resource properties (as defined in the Tax Act), timber resource properties (as defined in the Tax Act) or an option, an interest or right in such property, whether or not such property exists. Shares may be deemed to be taxable Canadian property for purposes of the Tax Act if such shares were acquired in certain types of tax deferred exchanges in consideration for property that was itself taxable Canadian property.

A Non-Resident Selling Shareholder s capital gain (or capital loss) in respect of Restricted Voting Shares that constitute or are deemed to constitute taxable Canadian property (and are not treaty-protected property as defined in the Tax Act) will generally be computed in the manner described above under the heading *Residents of Canada Dispositions of Restricted Voting Shares for the Share Consideration*.

Non-Resident Selling Shareholders whose Restricted Voting Shares may be taxable Canadian property should consult their own tax advisors.

Dissenting Shareholders

A Non-Resident Selling Shareholder who, as a result of the exercise of Dissent Rights, disposes of Dissent Shares to the Purchaser or its assignee in consideration for a cash payment from the Purchaser or its assignee, will be considered to realize a capital gain or capital loss as discussed above under the heading

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Selling Shareholders Resident in Canada Dissenting Shareholders. The same general considerations apply as discussed above under the heading *Selling Shareholders Not Resident in Canada Disposition of Restricted Voting Shares for the Share Consideration* in determining whether a capital gain will be subject to tax under the Tax Act. Any interest awarded to the Non-Resident Selling Shareholder by the Court will not be subject to withholding tax under the Tax Act.

Certain United States Federal Income Tax Considerations

The following discussion summarizes certain material U.S. federal income tax consequences for U.S. Shareholders (as defined below) with respect to the disposition of Restricted Voting Shares pursuant to the Arrangement. This summary does not address the U.S. federal income tax consequences with respect to Shareholders who are not U.S. Shareholders. This summary also does not address the U.S. federal income tax consequences to beneficial owners of any rights to acquire Restricted Voting Shares, including Company Options, or any DSUs or rights to share in the appreciation of Restricted Voting Shares. Except as specifically set forth below, this summary does not discuss applicable tax reporting requirements. In addition, it does not address estate, gift, state, local or non-U.S. tax consequences.

This summary is based upon the U.S. Internal Revenue Code of 1986, as amended (the Code), Treasury Regulations issued under the Code, administrative pronouncements, the Convention between the United States of America and Canada with Respect to Taxes on Income and on Capital (the U.S. Treaty) and judicial decisions, in each case as in effect on the date hereof, all of which are subject to change or differing interpretations (possibly with retroactive effect). This discussion is included for general information purposes only and does not purport to be a complete technical analysis or listing of all potential U.S. tax consequences relevant to a U.S. Shareholder. No legal opinion from U.S. legal counsel or ruling from the IRS has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the Arrangement. Accordingly, there can be no assurance that the IRS will not challenge one or more of the tax consequences described in this summary, that the U.S. courts will uphold such tax consequences in the event of an IRS challenge or that the U.S. federal income tax consequences applicable to any particular Shareholder will not be different from those discussed below. This summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation.

This summary does not address aspects of U.S. federal taxation other than income taxation, nor does it address all aspects of U.S. federal income taxation, including aspects of U.S. federal income taxation that may be applicable to particular beneficial owners of Restricted Voting Shares including but not limited to beneficial owners of Restricted Voting Shares who are dealers in securities or currencies or traders in securities that elect to apply a mark-to-market accounting method, insurance companies, tax-exempt organizations, qualified retirement plans, individual retirement accounts or other tax deferred accounts, financial institutions, real estate investment trusts, regulated investment companies, persons that are not U.S. Shareholders, certain former citizens or residents of the United States, persons who hold Restricted Voting Shares through partnerships or other pass-through entities (e.g., S corporations), persons who own, directly or indirectly, 5% or more, by voting power or value, of the outstanding Restricted Voting Shares of Patheon, persons whose functional currency is not the U.S. dollar or who acquired their Restricted Voting Shares in a compensatory transaction, non-U.S. Shareholders who are or have previously been engaged in the conduct of a trade or business in the U.S., controlled foreign corporations, PFICs (as defined below), persons subject to the alternative minimum tax, persons who hold Restricted Voting Shares as part of a constructive sale, wash sale, conversion transaction or other integrated transaction for tax purposes or as a straddle, hedge or synthetic security and dissenters. This summary is limited to U.S. Shareholders who hold their Restricted Voting Shares as a capital asset within the meaning of Section 1221 of the Code.

As used herein, the term U.S. Shareholder means a beneficial owner of Restricted Voting Shares that is, for U.S. federal income tax purposes (i) a citizen or individual resident of the United States; (ii) a corporation (or other entity taxable as a corporation for these purposes) created or organized in or under the laws of the U.S., any State thereof or the District of Columbia or treated as such for U.S. federal income tax

purposes; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if either (a) a U.S. court is able to exercise primary jurisdiction over administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust or (b) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person for these purposes.

If a partnership (including an entity or arrangement classified as a partnership for U.S. federal income tax purposes) holds Restricted Voting Shares, the tax treatment of a partner will generally depend upon the status of the partner, the activities of the partnership and certain determinations made at the partner level. This summary does not address the tax consequences to any such partner or partnership. Such a partnership, and a partner in such a partnership, should consult its tax advisor with regard to the U.S. federal income tax consequences of selling Restricted Voting Shares pursuant to the Arrangement.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular U.S. Shareholder. This summary is not exhaustive of all U.S. federal income tax considerations. Consequently, U.S. Shareholders are urged to consult their tax advisors for advice regarding the income tax consequences to them of disposing of their Restricted Voting Shares pursuant to the Arrangement, having regard to their own particular circumstances, and any other consequences to them of the Arrangement under U.S. federal, state, or local tax laws and under non-U.S. tax laws.

Disposition of Restricted Voting Shares

Subject to the discussion below under *Passive Foreign Investment Companies*, a U.S. Shareholder who sells Restricted Voting Shares pursuant to the Arrangement and receives the Share Consideration generally will recognize capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between (i) the U.S. dollar value of the cash payment received (which amount will not be reduced by any related Canadian taxes paid by the U.S. Shareholder directly or by withholding) and (ii) the U.S. Shareholder s adjusted tax basis in the Restricted Voting Shares (determined in U.S. dollars) that are sold pursuant to the Arrangement. Such gain or loss will be long-term capital gain or loss if the U.S. Shareholder s holding period for the Restricted Voting Shares sold is greater than one year at the time of the sale. Long-term capital gains of non-corporate U.S. Shareholders are currently eligible for reduced rates of U.S. federal income taxation. A U.S. Shareholder s ability to deduct capital losses is subject to certain limitations.

A U.S. Shareholder s adjusted tax basis in the Restricted Voting Shares is generally the U.S. Shareholder s cost for the Restricted Voting Shares (determined in U.S. dollars), reduced by the amount of any distributions treated as a nontaxable return of capital for U.S. federal income tax purposes. If a U.S. Shareholder used Canadian dollars to purchase the Restricted Voting Shares, the cost of such Restricted Voting Shares will be determined by reference to the spot rate of exchange on the date of the purchase. However, if the Restricted Voting Shares are treated as traded on an established securities market and the U.S. Shareholder is either a cash basis taxpayer or an accrual basis taxpayer that has made a special election (which election must be applied consistently from year to year and cannot be changed without the consent of the IRS), the U.S. Shareholder will determine the U.S. dollar value of the cost of the Restricted Voting Shares based on the spot rate of exchange on the settlement date of the purchase.

In the case of a U.S. Shareholder who elects to receive the Share Consideration in Canadian dollars, the U.S. dollar value of the amount of the Canadian dollar cash payment received by a U.S. Shareholder will be determined by reference to the spot rate of exchange on the date of the sale pursuant to the Arrangement. However, if the Restricted Voting Shares are treated as traded on an established securities market and the U.S. Shareholder is either a cash basis taxpayer or an accrual basis taxpayer that has made a special election (which election must be applied consistently from year to year and cannot be changed without the consent of the IRS), the U.S. Shareholder will determine the U.S.

dollar value of the amount of the Canadian dollar cash payment received based on the spot rate of exchange on the settlement date of the sale pursuant to the Arrangement. If a U.S. Shareholder is an accrual basis taxpayer and does not make this special election,

such U.S. Shareholder generally will recognize foreign currency gain or loss for U.S. federal income tax purposes equal to the difference (if any) between the U.S. dollar values of the cash payment received determined by reference to the spot rates of exchange in effect on the date of the sale of Restricted Voting Shares and on the settlement date of the sale of Restricted Voting Shares. Any such foreign currency gain or loss generally will be treated as U.S. source ordinary income or loss and will be in addition to the gain or loss, if any, that such U.S. Shareholder recognizes on the sale of Restricted Voting Shares pursuant to the Arrangement.

A U.S. Shareholder who elects to receive the Share Consideration in Canadian dollars will have a tax basis in the Canadian dollars received equal to the U.S. dollar value of the Canadian dollars on the date of receipt. If the Canadian dollars received are converted into U.S. dollars on the date of receipt, the U.S. Shareholder generally should not be required to recognize foreign currency gain or loss. Gain or loss, if any, recognized by a U.S. Shareholder on the sale or other disposition of Canadian dollars received on a date subsequent to receipt generally will be U.S. source ordinary income or loss.

Passive Foreign Investment Companies

If Patheon is or becomes a passive foreign investment company under the meaning of Section 1297 of the Code (a PFIC) for any tax year in which a U.S. Shareholder held Restricted Voting Shares, the preceding sections of this summary may not describe the U.S. federal income tax consequences to such U.S. Shareholder of the disposition of its Restricted Voting Shares pursuant to the Arrangement.

Patheon will be a PFIC in any taxable year in which, after taking into account the income and assets of the corporation and certain subsidiaries pursuant to the applicable look through rules, either (a) at least 75 percent of its gross income is passive income or (b) at least 50 percent of the quarterly average of the fair market value of its assets is attributable to assets that produce passive income or are held for the production of passive income. In determining whether or not a corporation is classified as a PFIC, a non-U.S. corporation is required to take into account its pro rata portion of the income and assets of each corporation in which it owns, directly or indirectly, at least a 25% interest. Gross income generally includes all sales revenues less the cost of goods sold, plus income from investments and from incidental or outside operations or sources, and passive income generally includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of shares and securities, and certain gains from commodities transactions. Active business gains arising from the sale of commodities generally are excluded from passive income if substantially all (85% or more) of a foreign corporation s commodities are stock in trade or inventory, depreciable property used in a trade or business, or supplies regularly used or consumed in the ordinary course of its trade or business, and certain other requirements are satisfied.

Special, and generally unfavourable, rules are applicable to a U.S. Shareholder owning shares in a PFIC during any tax year in which such Shareholder held shares in such corporation, including taxation at maximum ordinary income rates plus an interest charge on both gains on sale or other disposition and certain dividends, unless the U.S. Shareholder makes a timely and effective election to be taxed under an alternative regime.

Patheon believes that it did not constitute a PFIC during its tax years ended October 31, 2008, 2009, 2010, 2011 and 2012, and based on its current business operations and financial expectations, Patheon expects that it should not become a PFIC during its current tax year. Patheon has not made a conclusive determination as to its PFIC status as to all prior tax years. However, the determination of whether or not Patheon is a PFIC for any tax year is made on an annual basis and is based on the types of income Patheon earns and the types and value of Patheon s assets from time to time, all of which are subject to change. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Furthermore, whether Patheon will be a PFIC for the current taxable year and any subsequent taxable year prior to the date of the sale pursuant to the

Arrangement depends on its assets and income over the course of each such taxable year and, as a result, cannot be predicted with certainty as of

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the date of this Proxy Statement. Accordingly, there can be no assurance that the IRS will not challenge the determination made by Patheon concerning its PFIC status or that Patheon will not be a PFIC for any taxable year.

If Patheon is or becomes a PFIC during any tax year in which a U.S. Shareholder held Restricted Voting Shares, a U.S. Shareholder will be required to file IRS Form 8621 for the taxable year in which the U.S. Shareholder recognizes gain from the sale of Restricted Voting Shares pursuant to the Arrangement. In the event a U.S. Shareholder does not file the IRS Form 8621, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. Shareholder for the related tax year may not close until after the date such information is filed.

The PFIC rules are complex, and each U.S. Shareholder should consult its tax advisors regarding the PFIC rules and how the PFIC rules may affect the U.S. federal income tax consequences of the disposition of Restricted Voting Shares pursuant to the Arrangement.

Information Reporting and Backup Withholding

Cash payments received by a U.S. Shareholder with respect to the sale of Restricted Voting Shares pursuant to the Arrangement may be subjected to information reporting to the IRS and possible U.S. backup withholding. Backup withholding will not apply, however, to a U.S. Shareholder that furnishes a correct taxpayer identification number and makes any other required certifications or that is otherwise exempt from backup withholding. U.S. Shareholders that are required to establish their exempt status generally must provide such certification on IRS Form W-9. Backup withholding is not an additional tax. Rather, any amount withheld under the backup withholding roles may be credited against a U.S. Shareholder s U.S. federal income tax liability, and a U.S. Shareholder may generally obtain a refund of any excess amounts withheld under the backup withholding rules, by timely furnishing any required information to the IRS.

Additional Reporting Requirements

Certain U.S. Shareholders who are individuals and who are not required to file IRS Form 8621 may nonetheless be required to report information relating to an interest in the Restricted Voting Shares, including on IRS Form 8938, subject to certain exceptions (including an exception for Restricted Voting Shares held in accounts maintained by certain financial institutions). U.S. Shareholders should consult their tax advisors regarding the effect, if any, of these rules on their ownership and disposition of the Restricted Voting Shares.

Tax Considerations for Shareholders Resident in Countries other than Canada and the United States

This Proxy Statement does not address tax consequences applicable to Shareholders resident in countries other than Canada and the United States. Accordingly, it is recommended that such Shareholders consult their own tax advisers with respect to their particular circumstances.

Accounting Treatment

The Arrangement will be accounted for as Patheon acquiring the DPP Business for financial accounting purposes under U.S. GAAP.

THE ARRANGEMENT

Principal Steps of the Arrangement

General

The following description is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is attached as Annex H to this Proxy Statement. If the Arrangement is approved and completed, it

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will result in the acquisition of all of the Restricted Voting Shares outstanding immediately prior to the Effective Time (other than those held by any JLL Parties or by Shareholders who exercise and are paid fair value pursuant to the Dissent Rights provided for under the Plan of Arrangement) by the Purchaser for the Share Consideration of US$9.32 per share in cash.

Arrangement Steps

The Arrangement involves a number of steps, including, but not limited to, the following, which commence at the Effective Time and which shall occur and shall be deemed to occur in sequence in accordance with the Plan of Arrangement without any further authorization, act or formality:

(a) Pursuant to contribution agreements entered into by JLL Parties, and in conjunction with additional transactions which occur outside the Plan of Arrangement, JLL Associates V (Patheon) L.P. will contribute its entire general partnership interest in JLL Fund V to JLL Holdco in exchange for the entire general partnership interest in JLL Holdco and cash.

(b) Pursuant to the Contribution Agreement entered into by the Purchaser, JLL Holdco and DSM, and in conjunction with additional transactions which occur outside the Plan of Arrangement, JLL Holdco will contribute its entire general partnership interest in JLL Fund V plus US$ 402 million in cash to the Purchaser in exchange for a 51% limited partnership interest in the Purchaser and, in a transaction that occurs outside the Arrangement, DSM will contribute its DPP Business to the Purchaser in exchange for a 49% limited partnership interest in the Purchaser and the Seller Note.

(c) Purchaser (or one or more designated wholly owned subsidiaries of Purchaser) will purchase all of the limited partnership interests in JLL Fund V from the limited partners of JLL Fund V for an aggregate payment in cash equal to the product of the Share Consideration and the number of Restricted Voting Shares held directly or indirectly by JLL Fund V at such time, less the value of the general partnership interest in JLL Fund V contributed to the Purchaser. As a result, the indirect interests of JLL Fund V in Patheon will be transferred to affiliates of the Purchaser.

(d) All of Patheon s Special Preferred Voting Shares, all of which are held by JLL LLC 1, shall be purchased for cancellation by Patheon for an aggregate nominal payment in cash equal to US$15.

(e) (i) Each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested) that has an exercise price per Restricted Voting Share that is less than US$9.32 shall be deemed to be vested and shall be acquired for cancellation by Patheon (free and clear of any liens) in exchange for a cash payment from Patheon per Restricted Voting Share equal to the amount by which US$9.32 exceeds the exercise price thereof, less any applicable amounts withheld and remitted on account of taxes in accordance with the Plan of Arrangement and each such Company Option shall be cancelled;

(ii) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested) that has an exercise price that is equal to or greater than US$9.32 per Restricted Voting Share shall be cancelled without consideration; and

(iii) Patheon s stock option plan and any agreements related thereto shall be terminated.

(f) (i) Each DSU issued by Patheon outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be vested and shall be cancelled and satisfied in exchange for a cash payment from Patheon equal to US$9.32 payable in accordance with Patheon s DSU Plan less amounts withheld and remitted on account of taxes in accordance with the Plan of Arrangement; and

(ii) the DSU Plan and any agreements related thereto shall be terminated.

(g) The performance share unit plan and restricted share unit plan of Patheon and any agreements related thereto, including any outstanding performance share units or restricted share units, shall be terminated without consideration.

(h) (i) Each Restricted Voting Share outstanding immediately prior to the Effective Time (including any Restricted Voting Shares issued upon the due exercise of any Company Options prior to the Effective Time), other than Restricted Voting Shares in respect of which dissent rights (Dissent Rights) are validly exercised and not withdrawn (Dissent Shares), held by Shareholders other than any JLL Parties (each, a Patheon Public Shareholder) shall be transferred to Canco (free and clear of any liens) in exchange for the Share Consideration equal to US$9.32 per share, less any applicable amounts withheld and remitted on account of taxes in accordance with the Plan of Arrangement;

(ii) the Patheon Public Shareholders, other than holders of Dissent Shares, shall cease to be holders of the Restricted Voting Shares transferred pursuant to paragraph (h)(i) and to have any rights as holders of such Restricted Voting Shares other than the right to be paid US$9.32 per Restricted Voting Share and Canco shall be recorded as the registered holder of the Restricted Voting Shares so acquired and shall be deemed to be the legal and beneficial owner thereof;

(iii) each Dissent Share outstanding immediately prior to the Effective Time shall be deemed to be transferred to Canco (free and clear of any Liens) without any further authorization, act or formality in consideration for the right to receive an amount determined and payable in accordance with the dissent provisions of the Plan of Arrangement less any applicable amounts withheld and remitted on account of taxes in accordance with the Plan of Arrangement; and

(iv) all registered holders of Dissent Shares shall cease to be holders of such Dissent Shares and to have any rights as holders of such Dissent Shares other than the right to be paid fair value or US$9.32 per share, as applicable, in accordance with the Plan of Arrangement and Canco shall be recorded as the registered holder of the Dissent Shares so acquired and shall be deemed to be the legal and beneficial owner thereof.

(i) The resignations of all directors of Patheon shall become effective and the appointment of the following persons, each of whom has consented to act in such capacity, as directors of Patheon shall become effective: , , .

(j) The Restricted Voting Shares held by any JLL Parties shall be transferred by the holder thereof to Canco (free and clear of any liens) in exchange for one Canco common share for each Restricted Voting Share and Canco shall be recorded as the registered holder of the Restricted Voting Shares so acquired and shall be deemed to be the legal and beneficial owner thereof.

(k) A wholly-owned indirect subsidiary of the Purchaser shall advance Patheon a loan in an amount equal to the indebtedness outstanding under Patheon s secured revolving credit facility and secured term loan at such time

in exchange for a promissory note. Patheon shall use the proceeds of such loan to repay both the secured revolving facility and the secured term loan in full.

(l) Patheon International Inc. shall be dissolved and, in connection therewith, all of its property (including the shares of a newly formed subsidiary of Patheon (the Newco Merger)) shall be transferred to Patheon, all of its liabilities shall be assumed by Patheon (excluding any debt owing to Patheon, which shall be extinguished without repayment) and the directors shall be authorized to take such steps as may be necessary or desirable in connection therewith and to send the articles of dissolution to the CBCA Director.

(m) Patheon shall repay the promissory note referred to in paragraph (k) in full by simultaneously transferring to a wholly-owned indirect subsidiary of the Purchaser certain inter-company receivables, together with a certain number of the shares of the Newco Merger received by Patheon in step (l) above.

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(n) 100 million preferred shares of Canco, all of which are held by a wholly-owned indirect subsidiary of the Purchaser, shall be redeemed by Canco in exchange for the issuance of a promissory note, and such redeemed preferred shares shall thereupon be cancelled.

(o) Canco and Patheon shall be amalgamated and continued as Amalco under the CBCA. The name of Amalco shall be Patheon Inc. and its registered office shall be 2100 Syntex Court, Mississauga, Ontario L5N 7K9. The first directors of Amalco shall be , and .

(p) All of the remaining shares of the Newco Merger held by Amalco shall be transferred to the Purchaser in part as repayment in full of the promissory note issued to a wholly-owned indirect subsidiary of the Purchaser in step (n) and, as to the balance, as repayment of other indebtedness owing by Amalco to the wholly-owned indirect subsidiary of the Purchaser described in step (k) above.

The steps included in the Plan of Arrangement, together with other steps and transactions taken outside the Plan of Arrangement, have the effect, among other things, of funding the payments referred to above, reorganizing the JLL Parties holdings in Patheon, providing for the contribution by DSM of its DPP Business and the contribution by JLL Associates V (Patheon), L.P. of its general partnership interest in JLL Fund V to the Purchaser and effecting a reorganization of Patheon s subsidiaries into a less complex holding structure. As part of the JLL reorganization, Purchaser (or one or more designated wholly owned subsidiaries of Purchaser) will purchase all of the limited partnership interests in JLL Fund V from the limited partners of JLL Fund V for an aggregate payment in cash equal to the product of the Share Consideration and the number of Restricted Voting Shares held directly or indirectly by JLL Fund V contributed to Purchaser. In connection with the Arrangement, such limited partners of JLL Fund V will receive the same Share Consideration for the Restricted Voting Shares indirectly held by JLL Fund V as is to be received by Shareholders other than the JLL Parties pursuant to the Arrangement, subject to the terms of the JLL Fund V limited partnership agreement.

Regulatory Law Matters and Securities Law Matters

Regulatory Law Matters

In addition to the Final Order, the Arrangement requires a number of Regulatory Approvals (as defined in the Arrangement Agreement). Certain Regulatory Approvals are defined in the Arrangement Agreement as Key Regulatory Approvals , as follows:

Hart-Scott Rodino Act Clearance: The expiration or early termination of any waiting period, and any extension thereof under the HSR Act, applicable to the completion of the transactions contemplated by the Arrangement Agreement.

European Council Regulation (EC) No 139/2004 Approval: The explicit or implicit approval of the transactions contemplated by the Arrangement Agreement under the European Union Merger Regulation (Council Regulation (EC) no 139/2004 of 20 January 2004).

Mexican Federal Law on Economic Competition Approval: The issuance of a no objection letter by the Federal Competition Commission (CFC) in Mexico in connection with the Arrangement, or the expiry of the relevant statutory waiting period (and any extension thereof) applicable under the Federal Law on Economic Competition (Ley Federal de Competencia Economica) for the parties to the Arrangement Agreement to be entitled to consummate the Arrangement.

Serbian Law on Protection of Competition Approval: The approval by the Commission for the Protection of Competition of the Republic of Serbia under the Law on the Protection of Competition (Official Gazette of the Republic of Serbia, nos. 51/2009, 95/2013).

Turkish Law on Protection of Competition Approval: Approval by the Turkish Competition Authority under the Law on Protection of Competition, Law No. 4054 (as amended).

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Investment Canada Act Approval: If applicable, the receipt by the Purchaser of written evidence from the responsible Minister under the Investment Canada Act that the Minister is satisfied or deemed to have been satisfied that the transactions contemplated by the Arrangement Agreement are likely to be of net benefit to Canada pursuant to the Investment Canada Act.

It is a condition of the Arrangement that each of the Key Regulatory Approvals has been made, given or obtained, is in force, and has not been modified. There is a summary below of certain requirements in relation to the Key Regulatory Approvals. There can be no assurance that we will obtain the Key Regulatory Approvals necessary to complete the Arrangement or that the granting of these approvals will not involve the imposition of conditions on completion of the Arrangement or require changes to the terms of the Arrangement. These conditions or changes could result in conditions to the Arrangement not being satisfied. See *The Arrangement Agreement Conditions to the Arrangement.*

In the event that any other Regulatory Approvals are determined to be required, such Regulatory Approvals will be sought, although any such additional requirements could delay the Effective Date or prevent the completion of the Arrangement.

While there can be no assurance that the Key Regulatory Approvals or any other Regulatory Approvals that are determined to be required will be obtained, we currently anticipate that any such Regulatory Approvals that have been determined to be required will have been obtained or otherwise resolved by the Effective Date.

Certain requirements associated with the Key Regulatory Approvals are summarized below.

Hart-Scott-Rodino Act Clearance

Under the HSR Act, certain transactions that meet certain jurisdictional thresholds, such as the transactions contemplated under the Arrangement Agreement, may not be completed until the expiration or termination of a waiting period that follows the filing of required notification forms with the Department of Justice (DOJ) and the Federal Trade Commission (FTC). The initial waiting period is 30 calendar days, but this period may be shortened if the reviewing agency grants early termination of the waiting period. If the reviewing agency determines that an in-depth investigation is required and issues a formal Request for Additional Information and Documentary Material prior to the expiration of the initial waiting period, the parties must observe a second 30-day waiting period, which would begin to run only after substantial compliance with any Request for Additional Information and Documentary Material, unless the waiting period is terminated earlier. JLL Holdco and JLL Fund V will each file pre-merger notifications with the DOJ and the FTC, pursuant to the HSR Act, on or about December 6, 2013. JLL Holdco and JLL Fund V intend to request early termination of the waiting period.

At any time before or after the transaction is completed, the DOJ, FTC, and/or U.S. state attorneys general could take action under the antitrust laws, including without limitation, seeking to enjoin the completion of the transaction or permitting completion subject to conditions. Private parties may also take legal action under the antitrust laws under some circumstances.

European Council Regulation (EC) No 139/2004 Approval

Under Council Regulation (EC) No 139/2004 (the EUMR), mergers and acquisitions that meet certain turnover thresholds are subject to prior notification and approval by the European Commission (the European Commission). The Arrangement will require a notification under the EUMR. The statutory Phase I review period under the EUMR is 25 working days following the submission of a complete notification, which can be extended to 35 working days if the parties offer commitments during Phase I. If the European Commission has serious doubts about the Arrangement that

are not addressed in Phase I, it will open a Phase II investigation, which would extend the review period by an additional period of up to 120 working days.

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Federal Law on Economic Competition Approval (Mexico)

The Mexican Federal Law on Economic Competition (the FLEC) provides that mergers or acquisitions that meet certain notification thresholds are subject to a pre-merger notification with the Mexican Federal Competition Commission (the CFC). We have determined that the Arrangement will trigger the CFC notification thresholds. The CFC has in principle 35 working days to review the pre-merger notification, although if the CFC does not issue a freeze order within 10 working days of notification, the FLEC does not restrict the parties ability to consummate the Arrangement. The CFC may issue a request for additional information during the first 15 working days of the 35 working day review period, and in that case the 35 working day period will be reset and will restart on the date on which the CFC receives the information requested. If the CFC does not issue a resolution regarding the Arrangement within the 35 working day term, the transactions contemplated by the Arrangement Agreement are deemed approved.

Law on Protection of Competition Approval (Serbia)

The Law on Protection of Competition of Serbia provides that mergers and acquisitions which exceed certain notification thresholds are subject to prior notification and approval by the Commission for the Protection of Competition (the CPC) for approval. We have determined that the Arrangement will trigger the CPC notification thresholds. The parties must notify the transaction to the CPC within 15 days upon the conclusion of the agreement. The initial Phase I statutory review period is one month from the submission of a complete notification. If the CPC does not issue a decision by the end of Phase I, the transaction will be deemed to be automatically approved. If the considers further investigation is necessary, it will open a Phase II investigation, which may extend the review period for up to three additional months.

Law on Protection of Competition Approval (Turkey)

Law No. 4054 on Protection of Competition (Law No. 4054) provides that mergers and acquisitions that meet certain thresholds are subject to prior notification and approval by the Turkish Competition Authority (the TCA). We have determined that the Arrangement will trigger the TCA notification thresholds. The initial Phase I statutory review period is 30 calendar days from the submission of a complete notification. Should the TCA send a written request for information to the parties, the 30 calendar day review period is suspended and reset upon receipt by the TSA of the requested information. If the TCA does not issue a decision by the end of Phase I, the transaction will be deemed to be approved considers further investigation is necessary, it will open a Phase II investigation, which may extend the review period for up to 6 additional months or more in certain cases.

Investment Canada Act Approval

Net Benefit Test

Under the *Investment Canada Act*, certain transactions involving the acquisition of control of a Canadian business by a non-Canadian are subject to review and cannot be implemented unless the Minister of Industry is satisfied, or deemed to be satisfied, that the transaction is likely to be of net benefit to Canada (a Reviewable Transaction). The Arrangement may be a Reviewable Transaction under the *Investment Canada Act*. If it is a Reviewable Transaction, the obligation of the Purchaser to complete the Arrangement is conditional upon approval under the *Investment Canada Act*.

Procedure for a Reviewable Transaction

If a transaction is a Reviewable Transaction, an application for review must be filed with the Investment Review Division of Industry Canada and the approval of the Minister of Industry must be obtained prior to implementation of the Reviewable Transaction. The submission of an application for review triggers an initial review period of up to 45 days. If the Minister of Industry has not completed the review by the end of

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that period, the Minister of Industry can unilaterally extend the review period for up to a further 30 days. The review period may be further extended for such longer period or periods as may be agreed to by the Minister of Industry and the Purchaser.

The prescribed factors to be considered by the Minister of Industry in determining whether a Reviewable Transaction is likely to be of net benefit to Canada include, among other things, the effect of the investment on the level and nature of economic activity in Canada, the degree and significance of participation by Canadians in the acquired business, the effect of the investment on productivity, industrial efficiency, technological development, product innovation and product variety in Canada, the effect of the investment on competition within an industry in Canada, the compatibility of the investment with national and provincial industrial, economic and cultural policies and the contribution of the investment to Canada s ability to compete in world markets. Additionally, the Minister of Industry may take into account any undertakings proposed by a purchaser.

A final determination of whether the Arrangement constitutes a Reviewable Transaction has not been made as of the date of this Proxy Statement. If it is determined to be a Reviewable Transaction, the Purchaser will file an application for review with the Investment Review Division of Industry Canada. If it is not determined to be a Reviewable Transaction, no such filing will be made.

Securities Law Matters

Status under Securities Laws

Patheon is a reporting issuer (or its equivalent) in each of the provinces and territories of Canada, its Restricted Voting Shares are registered under the Exchange Act and it is also required to file periodic reports with the SEC. The Restricted Voting Shares currently trade on the TSX. After the completion of the Arrangement, Patheon will be a wholly-owned direct or indirect subsidiary of the Purchaser and it is expected that the Restricted Voting Shares will be delisted from the TSX. In addition, it is expected that registration of the Restricted Voting Shares under the Exchange Act will be terminated and Patheon will no longer be required to file periodic reports with the SEC. Patheon will make an application to cease to be a reporting issuer (or equivalent) in each of the provinces and territories of Canada.

Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*

As a reporting issuer (or its equivalent) in all the provinces and territories of Canada, Patheon is subject to applicable securities laws of such provinces and territories. The securities regulatory authorities in the Provinces of Ontario and Québec have adopted MI 61-101 which regulates transactions that raise the potential for conflicts of interest.

MI 61-101 regulates certain types of transactions to ensure fair treatment of security holders when, in relation to a transaction, there are persons in a position that could cause them to have an actual or reasonably perceived conflict of interest or informational advantage over other security holders. If MI 61-101 applies to a proposed acquisition of a reporting issuer, then enhanced disclosure in documents sent to security holders, the approval of security holders excluding, among others, interested parties , (as defined in MI 61-101), and a formal valuation of the equity securities being acquired, prepared by an independent and qualified valuator, are all mandated (subject to exemptions that do not apply to the Arrangement). In addition, in certain circumstances MI 61-101 requires an independent committee of the board of the directors of the reporting issuer to carry out specified responsibilities relating to transactions covered by the instrument. There are rigorous criteria for independence of both the valuator and the directors on the independent committee. The security holder protections provided by MI 61-101 go substantially beyond the requirements of corporate law.

The protections afforded by MI 61-101 apply to, among other transactions, business combinations (as defined in MI 61-101) which may terminate the interests of security holders without their consent in circumstances where at the time the transaction is agreed to, a related party of the issuer (as defined in

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MI 61-101) (a) is a party to any connected transaction (as defined in MI 61-101) to the business combination; (b) would, as a consequence of the transaction, directly or indirectly acquire the issuer or the business of the issuer, either alone or in concert with others; or (c) is entitled to receive, directly or indirectly, as a consequence of the transaction (i) consideration per equity security that is not identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, or (ii) a collateral benefit (as defined in MI 61-101).

The JLL Parties and the directors and the executive officers of Patheon are all related parties of Patheon.

Since the Purchaser is a related party that would, as a consequence of the Arrangement, acquire (directly or indirectly) Patheon, the Arrangement is a business combination within the meaning of MI 61-101.

Interested Parties

As a result of the Purchaser being a related party of Patheon that would directly or indirectly acquire Patheon as a consequence of the Arrangement, the Purchaser qualifies as an interested party in the Arrangement. Consequently, the other JLL Parties, which are related parties of the Purchaser, are related parties of an interested party in the Arrangement.

James C. Mullen, the Chief Executive Officer of Patheon, has entered into a Management Agreement dated November 18, 2013 with JLL Holdco and the Purchaser (the Management Agreement). Pursuant to the terms of the Management Agreement, the Purchaser and JLL Holdco have agreed to provide Mr. Mullen certain benefits related to his role as Chief Executive Officer of the Purchaser following the completion of the Arrangement. See *Special Factors Interests of Our Directors and Executive Officers in the Arrangement* . These benefits are a collateral benefit received by Mr. Mullen in connection with the Arrangement for purposes of MI 61-101. As a result of the foregoing, Mr. Mullen is an interested party in the Arrangement for purposes of MI 61-101.

Certain other directors and executive officers of Patheon are receiving benefits under the Arrangement in connection with their services as directors or employees of Patheon. See *Special Factors Interests of Our Directors and Executive Officers in the Arrangement* . Other than Joaquin Viso, as of November 18, 2013 (the date that the Arrangement Agreement was entered into) each such director and executive officer and his or her associated entities beneficially owned or exercised control over less than 1% of the outstanding Restricted Voting Shares. As a result, the benefits to be received by such directors and officers under the Arrangement are not collateral benefits and such directors and officers are not interested parties for purposes of MI 61-101.

As of November 18, 2013 (the date that the Arrangement Agreement was entered into) Joaquin Viso, a director of Patheon, and his spouse Olga Lizardi beneficially owned or exercised control over approximately 8.3% of the outstanding Restricted Voting Shares. Mr. Viso holds 119,141.09 DSUs which, in accordance with the Plan of Arrangement, will be cancelled and satisfied in exchange for an aggregate cash payment from Patheon of approximately US$1.11 million (less any applicable withholding). Mr. Viso has disclosed to the Independent Committee that he expects to be beneficially entitled to receive approximately US$108.95 million in exchange for the Restricted Voting Shares that he beneficially owns. The Independent Committee has determined that the value of the benefit to be received by Mr. Viso with respect to the cancellation of his DSUs, net of any offsetting costs, is less than 5% of the value that Mr. Viso expects he will be beneficially entitled to receive in exchange for his Restricted Voting Shares pursuant to the Arrangement. As a result, Mr. Viso is not receiving a collateral benefit and he is not an interested party in the Arrangement for purposes of MI 61-101.

Valuation

Pursuant to MI 61-101, a formal valuation is required for the Arrangement because the Arrangement is a business combination in which an interested party, the Purchaser, directly or indirectly, will acquire Patheon as a consequence of the Arrangement. A summary of the formal valuation prepared by BMO Capital

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Markets can be found under the heading *Special Factors Formal Valuation and Fairness Option of BMO Capital Markets*, and a copy of the Formal Valuation and Fairness Opinion of BMO Capital Markets is attached as Annex D to this Proxy Statement.

To the knowledge of the Company or the directors and executive officers of the Company, after reasonable inquiry, there have been no prior valuations (as defined in MI 61-101) prepared in respect of the Company within the 24 months preceding the date of this Proxy Statement.

Minority Shareholder Approval

MI 61-101 requires that, in addition to any other required security holder approval, a business combination is subject to minority approval (as defined in MI 61-101) of every class of affected securities (as defined in MI 61-101) of the issuer, in each case voting separately as a class. As a result, the Arrangement Resolution will require the affirmative vote of a simple majority of the votes cast by all Shareholders present in person or by proxy at the Meeting other than (i) interested parties, (ii) any related party of an interested party and (iii) any person that is a joint actor (as defined in MI 61-101) with any of the foregoing. We refer to this vote in this Proxy Statement as the Majority-of-the-Minority Vote .

The Restricted Voting Shares are affected securities in connection with the Arrangement. Based on the above, the Purchaser and Mr. Mullen, who are interested parties, any related party of the Purchaser (including the JLL Parties) or Mr. Mullen, and any joint actor with the Purchaser or Mr. Mullen will have their votes excluded from the Majority-of-the-Minority Vote required by MI 61-101.

To the knowledge of the Company after reasonable inquiry, as at the date hereof, the interested parties and their respective related parties and joint actors beneficially own, or exercise control or direction over, an aggregate of 80,837,071 Restricted Voting Shares, representing an aggregate of approximately 57.35% of the outstanding Restricted Voting Shares. DSM has advised that it and its affiliates do not own any Restricted Voting Shares. Details of the holdings of the Restricted Voting Shares by such excluded holders are set out in the table below.

Name	Restricted Voting Shares	Percentage of Outstanding Restricted Voting Shares	Options	Percentage of Outstanding Options
JLL Patheon Holdings, Coöperatief U.A.	78,524,986	55.7%		
James Mullen	2,312,085	1.64%	4,000,000(1)	36.32%
Total	80,837,071	57.34%	4,000,000	36.32%

(1) Mr. Mullen has entered into an Option Waiver and Termination Agreement with Patheon pursuant to which he has agreed to voluntarily cancel and terminate all of his Company Options immediately prior to, but subject to the occurrence of, the Effective Time.

Prior Offers

There has been no *bona fide* prior offer that relates to the subject matter of or is otherwise relevant to the Arrangement that was received by the Company during the 24 months before November 18, 2013.

Procedure for Surrender of Restricted Voting Shares and Payment of Share Consideration

Procedures for Surrender of Restricted Voting Shares

Registered Shareholders of Patheon should follow the process set out in the Letter of Transmittal that has been provided to them. The process for Registered Shareholders to properly surrender their Restricted

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Voting Shares is summarized in more detail below under the heading *Letter of Transmittal*. Registered Shareholders should refer to the Letter of Transmittal for the full particulars and instructions on how to deposit their Restricted Voting Shares with the Depositary.

Shareholders of Patheon whose Restricted Voting Shares are registered in the name of a broker, trustee, financial institution, investment dealer, bank, trust company, custodian, nominee or other intermediary are not considered to be Registered Shareholders and should contact that intermediary for instructions and assistance in receiving the Share Consideration for their Restricted Voting Shares.

Letter of Transmittal

If you are a Registered Shareholder, you should have received with this Proxy Statement a Letter of Transmittal printed on blue paper. If the Arrangement is completed, in order to receive the Share Consideration for their Restricted Voting Shares, Registered Shareholders must complete and sign the Letter of Transmittal and deliver it (or an originally signed facsimile copy thereof), together with certificates representing their Restricted Voting Shares, and all other documents required under the Letter of Transmittal, to the Depositary in accordance with the instructions contained therein. You can obtain additional copies of the Letter of Transmittal by contacting the Depositary. The Letter of Transmittal is also available on SEDAR at www.sedar.com under the Company s filings and on EDGAR at www.sec.gov.

The Letter of Transmittal contains important instructions setting out how Registered Shareholders deposit their Restricted Voting Shares with the Depositary and should be reviewed carefully. The execution of the Letter of Transmittal and corresponding deposit of Restricted Voting Shares with the Depositary constitutes a binding agreement between the depositing Registered Shareholder and the Purchaser. By executing the Letter of Transmittal and delivering it, with certificate(s) representing Restricted Voting Shares, such depositing Registered Shareholder is agreeing that as of the Effective Time and as provided in the Arrangement, that their right as a former Shareholder of Patheon will be limited to receiving the Share Consideration for their Restricted Voting Shares so deposited, pursuant to the terms of the Arrangement.

No signature guarantee is required on the Letter of Transmittal if (i) the Letter of Transmittal is signed by the Registered Shareholder(s), unless the cheque representing the Share Consideration is to be delivered to a person other than the Registered Shareholder(s) or sent to an address other than the address of the Registered Shareholder(s) as show on the register of Patheon; or (ii) the deposited Restricted Voting Shares are transmitted for the account of an Eligible Institution (defined below). If the Letter of Transmittal is signed by a person other than the Registered Shareholder(s) of the deposited Restricted Voting Shares or if the payment is to be made in a name other than the Registered Shareholder(s), such signature must be guaranteed by an Eligible Institution, or in some other manner satisfactory to the Depositary (except that no guarantee is required if the signature is that of an Eligible Institution).

An Eligible Institution means a Canadian Schedule I chartered bank, a major trust company in Canada, a commercial bank or trust company in the United States, a member of the Securities Transfer Association Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada and/or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States. Certain Canadian credit unions may also be members.

The Purchaser will determine in its sole discretion all questions as to validity, form, eligibility (including timely receipt) and acceptance of the Letter of Transmittal and any Restricted Voting Shares deposited pursuant to the

Arrangement. Such determination will be final and binding. There shall be no duty or obligation of the Company, the Purchaser, the Depositary or any other person to give notice of any defect or irregularity in any deposit and no liability will be incurred by any of them for failure to give any such notice. The Purchaser reserves the absolute right to reject, without notice, any and all surrenders of

Restricted Voting Shares which it determines not to be in proper form or which, in the opinion of its counsel, it may be unlawful to accept under the laws of any jurisdiction. The Purchaser reserves the right, if it so elects in its absolute discretion, to instruct the Depositary to waive any defect or irregularity contained in the Letter of Transmittal received by the Depositary.

If a share certificate representing deposited Restricted Voting Shares has been lost, stolen or destroyed, the Letter of Transmittal should be completed as fully as possible and forwarded to the Depositary together with an affidavit containing details regarding the lost, stolen or destroyed share certificate. In addition, the registered holder of that share certificate should contact the Depositary by telephone at 1-800-564-6253, or by mail, hand or courier at 100 University Avenue, 8th Floor, Toronto, Ontario, Canada M5J 2Y1 to determine the replacement requirements with respect to the share certificate that has been lost, stolen or destroyed. The replacement share certificates representing the deposited Restricted Voting Shares must be provided to the Depositary at the office specified in the Letter of Transmittal.

If the Arrangement does not proceed for any reason, any share certificate(s) for deposited Restricted Voting Shares received by the Depositary will be returned forthwith by the Depositary to the address provided by the Registered Shareholder in its Letter of Transmittal or held for pick-up in accordance with instructions provided by the Registered Shareholder in their Letter of Transmittal, or failing such address or instruction being specified, will be returned to the Registered Shareholder s last address shown on the records of Patheon.

The method used to deliver the Letter of Transmittal and any accompanying share certificates representing Restricted Voting Shares is at the option and risk of the Registered Shareholder, and delivery will be deemed effective only when such documents are actually received by the Depositary. Patheon and the Purchaser recommend that the necessary documentation be hand delivered to the Depositary at the office specified in the Letter of Transmittal, and a receipt obtained; otherwise the use of registered mail with return receipt requested, properly insured, is recommended.

Deposit of Consideration with Depositary

On or prior to the Effective Date, the Purchaser will deposit or cause to be deposited the aggregate amount of Share Consideration to be paid pursuant to the Plan of Arrangement with the Depositary.

Shareholders

Payment. Subject to completion of the Arrangement, upon receipt of the Letter of Transmittal properly completed and executed, the share certificate(s) representing the Restricted Voting Shares deposited and all other required documents, the Depositary will, as soon as practicable after the Effective Date, mail to any such depositing Registered Shareholder the Share Consideration for each deposited Restricted Voting Share a cheque (except for payments in excess of CDN$25 million, which will be made by wire transfer (as described in the Letter of Transmittal)) issued by the Depositary representing the amount of Share Consideration such depositing Registered Shareholder is entitled to receive under the Arrangement. All payments will be made by the Depositary net of amounts required to be withheld by law, including any applicable withholding taxes.

The Share Consideration payable to a depositing Registered Shareholder will be (a) mailed to such depositing Registered Shareholder at the address provided by him or her in the Letter of Transmittal, (b) made available at the office of the Depositary where the share certificate(s) representing the Restricted Voting Shares were surrendered by him or her, or (c) paid by wire transfer if the amount to be paid is in excess of CDN$25 million (as described in the Letter of Transmittal). If the registration and payment instructions and delivery/pickup instructions are not completed, as applicable, by the depositing Registered Shareholder in the Letter of Transmittal, the cheque to be issued in respect

of the applicable share certificates representing such deposited Restricted Voting Shares shall be issued in the name of the

depositing Registered Shareholder as such name appears on the register of Shareholders maintained by Patheon s registrar and transfer agent and shall be delivered to the last address shown on the records of Patheon of such Registered Shareholder.

Registered Shareholders who do not send to the Depositary the Letter of Transmittal properly completed and executed, the share certificate(s) representing the Restricted Voting Shares to be deposited and all other required documents, will not receive the Share Consideration to which they are otherwise entitled. Whether or not Registered Shareholders forward their certificate(s) representing Restricted Voting Shares, upon completion of the Arrangement, Registered Shareholders will cease to be holders of Restricted Voting Shares as of the Effective Time and will only be entitled to receive the Share Consideration to which they are entitled under the Arrangement or, in the case of Registered Shareholders who properly exercise Dissent Rights, the right to receive fair value for their Restricted Voting Shares in accordance with Section 190 of the CBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order. See *Dissent Rights*.

Currency of Payment. All payments to Shareholders of the Share Consideration will be made in U.S. dollars. However, a Shareholder can elect to receive the Share Consideration for its Restricted Voting Shares in Canadian dollars by checking the appropriate box in the Letter of Transmittal and ensuring that the Depositary receives the Letter of Transmittal prior to 4:00 p.m. (Eastern time) on the Business Day prior to the Effective Date. In such case, the Depositary will convert the U.S. dollar consideration to which the Shareholder is entitled into Canadian dollars and the Shareholder will have acknowledged and agreed that the exchange rate for one U.S. dollar expressed in Canadian dollars will be based on the prevailing market rates available from the Depositary on the date the funds are converted by the Depositary, which rates will be at the sole risk of the Shareholder. A Shareholder electing to receive the consideration in Canadian dollars will have further acknowledged and agreed that any change to the currency exchange rates for the exchange of U.S. dollars into Canadian dollars will be at the sole risk of the Shareholder.

If an election or instruction to receive payment in Canadian dollars is not made or given prior to 4:00 p.m. (Eastern time) on the Business Day prior to the Effective Date, Shareholders will receive payment in U.S. dollars.

Cancellation of Rights of Shareholders

Following the Effective Time, each share certificate that previously represented Restricted Voting Shares shall represent only the right to receive, upon surrender of that share certificate, the Share Consideration in accordance with the Plan of Arrangement. Any share certificate formerly representing Restricted Voting Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Restricted Voting Shares of any kind or nature against or in the Company or the Purchaser. On such date, the Share Consideration to which such Registered Shareholder was entitled shall be deemed to have been surrendered to the Purchaser and shall be paid over by the Depositary to the Purchaser or as directed by the Purchaser.

Any payment made by way of cheque by the Depositary (or the Company, if applicable) pursuant to the Plan of Arrangement that has not been deposited or has been returned to such Depositary (or the Company) or that otherwise remains unclaimed, in each case, on or before the second anniversary of the Effective Date, shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the Share Consideration for the Restricted Voting Shares pursuant to the Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or any successor thereof, as applicable, for no consideration.

Court Approval of the Arrangement and Notice to CBCA Director

An arrangement under the CBCA involving the Company, including the Plan of Arrangement, requires approval by the Court. Completion of the Arrangement will be subject to a judicial determination by the Court that the Arrangement is fair and reasonable to the security holders.

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Interim Order

On , 2014, Patheon obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and certain other procedural matters. The text of the Interim Order is set out in Annex [ ] to this Proxy Statement.

Final Order

Subject to the terms of the Arrangement Agreement, and if the Arrangement Resolution is approved by Shareholders at the Meeting in the manner required by the Interim Order, Patheon intends to make an application to the Court for the Final Order.

The application for the Final Order approving the Arrangement is currently scheduled for [ ], 2014 at [ ] (Eastern time), or as soon thereafter as counsel may be heard, at the Courthouse, 330 University Avenue, Toronto, Ontario, or at any other date and time as the Court may direct. Any Shareholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing of the application for the Final Order must file and serve a notice of appearance no later than 5:00 p.m. (Eastern time) on [ ], 2014, along with any other documents required, all as set out in the Interim Order and the Notice of Application, the texts of which are set out in Annexes [ ] and [ ], respectively, to this Proxy Statement, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned then, subject to further order of the Court, only those persons having previously filed and served a notice of appearance will be given notice of the adjournment.

The Court has broad discretion under the CBCA when making orders with respect to the Arrangement and will consider, among other things, the fairness and reasonableness of the Arrangement to the persons whose legal rights are affected, both from a substantive and a procedural point of view. The Court may approve the Arrangement either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, Patheon and/or the Purchaser may determine not to proceed with the Arrangement.

Assuming the Final Order is granted without amendment or with amendments acceptable to Patheon and the Purchaser, and the other conditions to closing contained in the Arrangement Agreement are satisfied or waived to the extent legally permissible, the Articles of Arrangement will be filed with the Director appointed under the CBCA for issuance of the Certificate of Arrangement giving effect to the Arrangement.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of Notice of Application attached at Annex [ ] to this Proxy Statement. The Notice of Application constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

Role of Director Appointed under the CBCA

The CBCA requires Patheon to give notice of the application for the Interim Order and the Final Order to the director appointed under the CBCA (the CBCA Director) and entitles the CBCA Director to appear and be heard in person or by counsel. The notice must be accompanied by materials sufficient to allow the CBCA Director to make a proper determination of compliance with statutory requirements and as to whether minimum standards of procedural fairness are being observed. In Policy Statement 15.1 Policy of the Director concerning Arrangements Under Section 192 of the *Canada Business Corporations Act*, the CBCA Director states that in addition to demonstrating compliance with jurisdictional requirements and statutory and court-ordered procedural requirements (including those designed to ensure procedural fairness), there rests with an applicant

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proposing an arrangement on onus to demonstrate that the proposed arrangement is fair from the perspective of the security holder constituencies whose rights are affected by the arrangement. Although the substantive fairness of the proposed arrangement is a determination ultimately to be made by the Court, the CBCA Director will also consider the fairness of the proposed arrangement.

Fees and Expenses

This Proxy Statement is furnished in connection with the solicitation of proxies by the Board for use at the Meeting, to be held on [ ], 2014, at the time and place and for the purposes set forth in the Notice of Meeting. While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally or by telephone or e-mail. Patheon has retained Georgeson to assist in the solicitation of proxies for a fee of up to CDN$40,000 for its services plus expenses and a per call fee of CDN$6 for each telephone call made by Shareholders to Georgeson or by Georgeson to Shareholders in connection with the solicitation. In addition, our directors, officers and employees may solicit proxies without compensation. The fees and expenses of Georgeson and all other costs of solicitation by management acting on behalf of Patheon will be borne by Patheon.

Patheon estimates that expenses in the aggregate amount of approximately US$[ ] million will be incurred by Patheon in connection with the Arrangement, including legal, financial advisory, accounting, filing and printing costs, the cost of preparing and mailing this Proxy Statement and fees in respect of the Fairness Opinion and Formal Valuation of BMO Capital Markets and the financial advisory services provided by RBC to the Independent Committee (including the Fairness Opinion of RBC). The fees, costs and expenses in connection with the Arrangement are set forth in the table below:

Legal, Accounting and Filing Fees	US$ [ ]
Financial Advisory Fees	US$ [ ]
Independent Committee Fees	US$ [ ]
Printing, Proxy Solicitation and Mailing Costs	US$ [ ]
Miscellaneous	US$ [ ]
Total	US$ [ ]

GENERAL PROXY INFORMATION

Time, Date and Place

The Meeting will be held at [ ], Toronto, Ontario, Canada on [ ], 2014 at [ ] (Eastern time).

Record Date

The record date for determining the holders of Restricted Voting Shares entitled to receive notice of and to vote at the Meeting is [ ], 2014. Only holders of Restricted Voting Shares of record as of the close of business on [ ], 2014 (Eastern time) are entitled to receive notice of and to vote at the Meeting.

Solicitation of Proxies

This Proxy Statement is furnished in connection with the solicitation of proxies by the Board (and constitutes a solicitation by the management of Patheon within the meaning of the CBCA) for use at the Meeting and any postponement or adjournment thereof and for the purposes set forth in the accompanying Notice of Meeting. While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally or by telephone or e-mail. Patheon has retained Georgeson to assist in the solicitation of proxies. In addition, our

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directors, officers and employees may solicit proxies without compensation. The fees and expenses of Georgeson and all other costs of solicitation by Management on behalf of Patheon will be borne by Patheon. Shareholders with questions should contact Georgeson in North America toll free at 1-866-656-4121 or internationally by dialing 781-575-2182 collect or by email at askus@georgeson.com.

See *The Arrangement Fees and Expenses* beginning on page [ ] above.

How a Vote is Passed

At the Meeting, Shareholders will be asked to consider and vote upon the Arrangement Resolution. To be effective, the Arrangement Resolution will require the affirmative vote of:

- the affirmative vote of at least two-thirds (66 2/3%) of the votes cast in respect of the Arrangement Resolution by Shareholders present in person or by proxy and entitled to vote at the Meeting; and

- the Majority-of-the-Minority Vote.

The quorum for the Meeting shall be not less than two persons in number present and holding or representing by proxy not less than one-third (33-1/3%) of the total number of issued and outstanding Restricted Voting Shares entitled to vote at such Meeting.

If a Registered Shareholder affirmatively abstains from voting by choosing ABSTAIN on the form of proxy enclosed with this Proxy Statement or by attending the Meeting but not casting any vote, no vote will be cast on behalf of such Shareholder on any of the items of business at the Meeting (an abstention). Abstentions will be counted as shares present for the purposes of determining the presence of quorum at the Meeting but will not be counted as vote in favour of or a vote against the Arrangement Resolution or any other matter that may properly come before the Meeting.

If a Non-Registered Shareholder does not instruct its broker or other intermediary how to vote on the Arrangement Resolution, no votes will be cast on behalf of such Shareholder with respect to the Arrangement Resolution (a broker non-vote). Assuming that the Shareholder s broker or other intermediary deposits the form of proxy with no voting instructions, such broker non-votes will be counted as shares present for the purpose of determining the presence of quorum at the Meeting but will not be counted as vote in favour of or a vote against the Arrangement Resolution or any other matter that may properly come before the Meeting.

Who can Vote?

If you were a Registered Shareholder as of the close of business on [ ], 2014, you are entitled to attend the Meeting and vote. If Restricted Voting Shares are registered in the name of a corporation, a duly authorized officer of the corporation may attend on its behalf, but appropriate documentation confirming that officer s authority will be required to be presented at the Meeting. If you are a Registered Shareholder but do not wish to, or cannot, attend the Meeting in person, yo