



Court File No. CV-22-00685631-00CL

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

THE HONOURABLE CHIEF

)

TUESDAY, THE 25TH

JUSTICE MORAWETZ

)

DAY OF APRIL, 2023

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

**AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND
PALADIN LABS INC.**

**APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED**

Applicant

FOURTH SUPPLEMENTAL ORDER

THIS MOTION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") by Paladin Labs Inc. in its capacity as the foreign representative (the "**Foreign Representative**") of the proceedings commenced by Endo International plc and certain of its affiliates on August 16, 2022 in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order, among other things, recognizing the Bidding Procedures Order and the Bar Date Order (each as defined below) made in the Foreign Proceeding, was heard this day by videoconference.

ON READING the Notice of Motion, the affidavit of Daniel Vas sworn April 18, 2023, and the third report of KSV Restructuring Inc., in its capacity as information officer (the "**Information Officer**"), dated April 20, 2023 (the "**Third Report**"), and the affidavits of Noah Goldstein sworn April 20, 2023 and Sean Zweig sworn April 20, 2023 (together, the "**Fee Affidavits**"), filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for such other parties as were present and wished to be heard:

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supplemental Order (Foreign Main Proceeding) of this Court dated August 19, 2022.

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following orders (collectively, the “**Foreign Orders**”) of the Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* (the “**Bidding Procedures Order**”), a copy of which is attached as Schedule A hereto; and
- (b) *Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Procedures for Filing Proofs of Claim; (III) Approving the Proof of Claim Forms; (IV) Approving the Form and Manner of Notice Thereof; and (V) Approving the Confidentiality Protocol* (the “**Bar Date Order**”), a copy of which is attached as Schedule B hereto,

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

APPROVAL OF FEES AND ACTIVITIES

4. **THIS COURT ORDERS** that the First Report of the Information Officer dated October 10, 2022, the Second Report of the Information Officer dated November 24, 2022, and the Third Report, and the activities of the Information Officer referred to therein, be and are hereby approved; provided, however, that only the Information Officer, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

5. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and its counsel, as set out in the Third Report and the Fee Affidavits attached thereto, be and are hereby approved.

GENERAL

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

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7. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing of this Order.



Chief Justice G.B. Morawetz

**SCHEDULE A
BIDDING PROCEDURES ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK***In re***ENDO INTERNATIONAL PLC, et al.,****Debtors.**¹**Chapter 11****Case No. 22-22549 (JLG)****(Jointly Administered)****Related Docket No. 728****ORDER (I) ESTABLISHING BIDDING, NOTICING, AND
ASSUMPTION AND ASSIGNMENT PROCEDURES, (II) APPROVING
CERTAIN TRANSACTION STEPS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Bidding Procedures Motion")² of the debtors in possession (collectively, the "Debtors") in the above-captioned cases for entry of an order (this "Order"), among other things:

- (a) authorizing and approving the proposed bidding procedures (the "Bidding Procedures") in connection with the Sale;
- (b) authorizing and approving the terms and conditions of the Expense Reimbursement Amount;
- (c) authorizing the Debtors to (A) carry out certain reconstruction steps as set forth in (1) **Exhibit 4** to this Order and (2) the term sheets for the key transaction documents attached as **Exhibit 5** to this Order, in each case, subject to any amendments thereto made prior to the selection of the Successful Bid(s) (the "Reconstruction Steps"); and (B) execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers, and to take any and all actions reasonably necessary or appropriate to consummate the Reconstruction Steps;

¹ The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Motion, the Bidding Procedures, or the Stalking Horse Agreement, as applicable.

- (d) authorizing and approving (i) the form of notice of the Auction, the Sale, and Sale Hearing (the “Sale Notice”); and (ii) the procedures for distributing such Sale Notice to known claimants, and the comprehensive plan for providing notice to unknown claimants (the “Supplemental Notice Plan” and, together with the method of distributing the Sale Notice to known claimants, the “Sale Notice Procedures”);
- (e) authorizing the Assumption and Assignment Procedures to facilitate the fair and orderly assumption, assumption and assignment, and rejection of the Contracts and the Leases; and approving the form and manner of service of the notice regarding such assumption, assumption and assignment, or rejection to counterparties (such notice, the “Assumption and Assignment Notice”);
- (f) establishing certain dates and deadlines for the sale process, including scheduling the Auction, if any, in accordance with the Bidding Procedures, and the Sale Hearing; and
- (g) granting related relief;

all as set forth more fully in the Bidding Procedures Motion; and upon the First Day Declaration, the Barberio Declaration, the Aguzy Declaration, the Maher Declaration, and the Finegan Declaration; and the Court having reviewed the Bidding Procedures Motion and having heard the statements in support of the relief requested therein at a hearing before the Court; and the Court having considered the objections (the “Objections”) and replies related thereto filed in connection with the relief requested in the Bidding Procedures Motion and other related pleadings; and certain parties to the Objections having filed for notice purposes only that certain *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters*, dated as of March 24, 2023 [Docket No. 1505] (the “Resolution Stipulation”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) the Sale Notice Procedures and opportunity for a hearing on the Bidding Procedures Motion were

appropriate under the circumstances and no other notice need be provided; and the Court having determined that the legal and factual bases set forth in the Bidding Procedures Motion and the declarations submitted in support thereof establish just cause for the relief granted herein; and the Court having determined that the relief requested by the Bidding Procedures Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; now, therefore,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Debtors have articulated good and sufficient business reasons for the Court to approve (i) the Bidding Procedures; (ii) the Expense Reimbursement Amount, (iii) the Reconstruction Steps; (iv) the Sale Notice, the Supplemental Notice Plan, and the Sale Notice Procedures; (v) the Assumption and Assignment Procedures and the Assumption and Assignment Notice; and (vi) the scheduled date of the Auction and the Sale Hearing.

B. Bidding Procedures. The Bidding Procedures are fair, reasonable, appropriate, and will maximize the value of the proceeds from the sale of the Assets.

C. The Bidding Procedures were negotiated in good faith and are reasonably designed to promote active bidding and participation at the Auction to maximize the value of the Assets. The Debtors have designed the Bidding Procedures such that the Debtors' final purchase and sale agreement(s) with the Successful Bidder or Successful Bidders will be entered without collusion, in good faith, and from arm's-length bargaining positions.

D. The Bidding Procedures comply with the requirements of the Guidelines for the Conduct of Asset Sales promulgated by General Order M-383 of this Court.

E. Stalking Horse Agreement. The approval of the Stalking Horse Bidder solely as a "stalking-horse" bidder and the aggregate amount of the Stalking Horse Bid as set forth in the Stalking Horse Agreement is in the best interests of the Debtors and the Debtors' estates, and the

Debtors have demonstrated compelling and sound justifications for the relief sought hereunder. The Stalking Horse Bid will enable the Debtors to secure a baseline price for the Assets at the Auction and, accordingly, will provide a benefit to the Debtors' estates, their creditors, and all other parties in interest.

F. The Debtors and the Stalking Horse Bidder negotiated the Stalking Horse Agreement without collusion, in good faith, and from arm's-length bargaining positions.

G. Notwithstanding the foregoing or anything to the contrary herein or in the Bidding Procedures, Stalking Horse Agreement, Stalking Horse Bid, or any other ancillary documents to be entered in connection with or subsequent to this Order (the "Operative Documents"): (y) no finding or other provision of this Order or the other Operative Documents shall operate as a finding, order, or determination regarding (i) the amount or value of Assets that are unencumbered; (ii) the allocation of Sale proceeds among the Debtors' Assets; (iii) the amount and/or adequacy of consideration provided to the Debtors for any unencumbered Assets; (iv) the approval of the sale to the Stalking Horse Bidder or of any specific term of any Sale; (v) whether a Sale is authorized by law, including whether a Sale constitutes a "sub rosa" plan or whether any specific term of a Sale impermissibly distributes assets in contravention of the Bankruptcy Code's priority rules; or (vi) any other objection that has been or may be raised to the Sale other than as expressly set forth in this Order ((i) through (vi) together, the "Reserved Issues"), and (z) all parties' rights, claims, positions, and arguments with regard to the Reserved Issues are expressly reserved; *provided, however*, that nothing in this paragraph shall impact any provisions of this Order with respect to the Reconstruction Steps or the Expense Reimbursement Amount. Except as expressly provided by paragraphs 14 to 37 of this Order regarding the Reconstruction Steps, nothing in this Order grants any substantive relief with respect to the Stalking Horse Agreement under Section

363(b) of the Bankruptcy Code, and nothing in this Order grants any substantive relief under Sections 363(f) or 363(m) of the Bankruptcy Code.

H. The Stalking Horse Bidder is not an “insider” or “affiliate” of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the Stalking Horse Bidder and the Debtors.

I. Expense Reimbursement Amount. The Debtors' ability to provide the Expense Reimbursement Amount is necessary to ensure that the Stalking Horse Bidder will continue to pursue the Sale as contemplated by the Stalking Horse Agreement. To the extent payable under the Stalking Horse Agreement, the Expense Reimbursement Amount is (a) an actual and necessary cost and expense to preserve the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code; (b) commensurate with the real and substantial benefits conferred upon the Debtors' estates by the Stalking Horse Bidder; (c) fair, reasonable, and appropriate in light of the size and nature of the proposed Sale and the efforts that have and will be expended by the Stalking Horse Bidder in connection with the Debtors' sale process; and (d) necessary to induce the Stalking Horse Bidder to enter into the Stalking Horse Agreement and to continue to pursue the Sale.

J. Reconstruction Steps. The Debtors have demonstrated (i) good, sufficient, and sound business purposes and justifications, (ii) good faith, and (iii) compelling circumstances for the Reconstruction Steps in that, among other things, the immediate implementation of this Order and the implementation and consummation of the Reconstruction Steps are necessary to maximize the value received in the Sale for the benefit of the Debtors' estates, creditors, and other parties in interest.

K. To maximize the value received in the Sale, it is essential that the Reconstruction Steps will occur as set forth in **Exhibit 4** to this Order, including within the time constraints set forth herein and therein, respectively.

L. Sale Notice Procedures. The Sale Notice Procedures are reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale, including: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures and certain dates and deadlines related thereto; (iii) the objection deadline for the Sale and the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the Assets; (v) instructions for promptly obtaining a copy of the Stalking Horse Agreement; (vi) representations describing the Sale as being free and clear of liens, claims, interests, and other encumbrances, with all such liens, claims, interests, and other encumbrances attaching with the same validity and priority to the sale proceeds; (vii) the commitment by the Stalking Horse Bidder to assume certain liabilities disclosed in the Stalking Horse Agreement; and (viii) notice of the proposed assumption and assignment of the Contracts and Leases to the Stalking Horse Bidder (or to another Successful Bidder (as defined in the Bidding Procedures) arising from the Auction, if any) and the right, procedures, and deadlines for objecting thereto, and no other or further notice of the Sale shall be required.

M. The Sale Notice Procedures contain the type of information required under Bankruptcy Rule 2002 and Local Rule 6004-1, and comply in all respects with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

N. Assumption and Assignment Procedures. The Assumption and Assignment Procedures are fair, reasonable, appropriate, and comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

O. Notice. Due, sufficient, and adequate notice of (i) the nature of the relief requested and (ii) relevant dates and deadlines have been given in light of the circumstances for: (1) the Bidding Procedures Motion, (2) the hearing to consider the Bidding Procedures Order (the “Bidding Procedures Hearing”), (3) the Bidding Procedures, (4) the Debtors’ entry into the Stalking Horse Agreement; (5) the Reconstruction Steps, (6) the Assumption and Assignment Procedures (subject to compliance with the noticing procedures described in the Bidding Procedures Motion), and (7) the Auction. No other or further notice thereof is required. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

P. Relief is Warranted. The relief granted herein is in the best interests of the Debtors, their estates, and other parties in interest, subject to the reservation of rights provided in Finding G of this Order and other reservations of rights set forth in this Order.

Q. Other Findings. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT

1. The Bidding Procedures Motion is GRANTED to the extent set forth herein.

I. The Bidding Procedures

2. The Bidding Procedures, substantially in the form attached to this Order as Exhibit 1, are approved and incorporated into this Order by reference, as though fully set forth herein. Accordingly, the failure to recite or reference any particular provision of the Bidding

Procedures shall not diminish the effectiveness of such provision, it being the intent of the Court that the Bidding Procedures be authorized and approved in their entirety. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures.

II. Important Dates and Deadlines; Chambers Copies

3. Sale Hearing. The Sale Hearing will commence on **August 31, 2023, at 11:00 a.m. (prevailing Eastern Time)**, before the Honorable James L. Garrity, Jr. of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004-1408, in a hybrid format (*i.e.*, both in-person and “live” via Zoom for Government). The Sale Hearing may be accelerated to **July 28, 2023, at 10:00 a.m. (prevailing Eastern Time)** (also in a hybrid format) (such accelerated hearing, the “Accelerated Sale Hearing”) if the Debtors, in consultation with the Consultation Parties and with the consent of the Stalking Horse Bidder and the Required Consenting Global First Lien Creditors, to the extent that the Stalking Horse Agreement and the RSA remain in full force and effect, make a Sale Acceleration Election in accordance with the Bidding Procedures; *provided* that absent consent from the Consultation Parties or permission otherwise granted by the Court, the Debtors will not accelerate the sale hearing until the validity of any Challenges (as defined in the Cash Collateral Order) commenced in accordance with the terms of the Cash Collateral Order have been determined by an order of the Court; *provided, however*, that no consent shall be required from the Consultation Parties if the Resolution Stipulation remains in full force and effect at the time the Debtors make a Sale Acceleration Election in accordance with the Bidding Procedures. Subject to the terms of the Bidding Procedures, the Debtors may, in their reasonable business judgment, (and subject to the terms of the RSA and Stalking Horse Agreement, to the extent such agreements remain in full force and effect), in consultation with the Consultation Parties and the Successful Bidder(s), and

subject to the Court's consent, adjourn or reschedule any Sale Hearing or Accelerated Sale Hearing, as applicable, with notice to the Core Notice Parties. Nothing in this Order or the Bidding Procedures shall preclude any parties in interest from seeking expedited relief in connection with a Sale Acceleration Election.

4. Sale Objection and Reply Deadline. Any objections to the Sale (a "Sale Objection") must be made by **July 7, 2023 at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"). Any Sale Objections must be made, filed, and served in accordance with the Bidding Procedures. The Sale Objection Deadline may be extended by the Debtors with the consent of the Stalking Horse Bidder and the Required Consenting Global First Lien Creditors, to the extent that the Stalking Horse Agreement and the Restructuring Support Agreement (as amended) remains in full force and effect, and the Court. Any replies in response to a Sale Objection must be made by **August 18, 2023, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Reply Deadline"); *provided* that, if the Sale Hearing is accelerated, the Sale Reply Deadline shall be **July 19, 2023, at 12:00 p.m. (prevailing Eastern Time)**.

5. Limited Objection and Reply Deadline. Any objections solely related to (a) the identity of the Successful Bidder(s), which, for the avoidance of doubt, includes objections related to whether the Successful Bidder(s) provides for the establishment of Opioid Trust(s), GUC Trust(s) or Other Agreements; (b) changes to the Stalking Horse Agreement; (c) adequate assurance of future performance; or (d) conduct of the Auction (a "Limited Objection") must be made by **August 22, 2023, at 12:00 p.m. (prevailing Eastern Time)**. Any Limited Objections must be made, filed, and served in accordance with the Bidding Procedures. Any replies in response to a Limited Objection must be made by **August 25, 2023, at 12:00 p.m. (prevailing Eastern Time)**.

6. Competitive Bidding. The following dates and deadlines regarding competitive bidding are hereby established, in each case subject to extension in accordance with the Bidding Procedures and subject to the terms of the RSA and the Stalking Horse Agreement, to the extent that such agreements remain in full force and effect:

- (a) Indication of Interest Deadline: June 13, 2023, at 4:00 p.m. (prevailing Eastern Time), the deadline by which all Prospective Bidders must timely submit to the Debtors' investment banker, PJT Partners LP, a non-binding indication of interest (the "Indication of Interest Deadline");
- (b) Bid Deadline: August 8, 2023, at 4:00 p.m. (prevailing Eastern Time), the deadline by which all Qualified Bids must be actually received in writing by the Bid Notice Parties (the "Bid Deadline"); and
- (c) Auction: August 15, 2023, at 10:00 a.m. (prevailing Eastern Time), is the date and time the Auction, if one is needed, will be held at the offices of Skadden, Arps, Slate Meagher & Flom LLP, One Manhattan West, New York, New York 10001, or at such other time and location (including via remote video) as designated by the Debtors, in consultation with the Consultation Parties and providing notice to the Core Notice Parties, and subject to the terms of the Bidding Procedures.

7. Chambers Copies. In accordance with the *Order Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures* (the "Case Management Order") [Docket No. 374], all parties must provide three (3) hard copies of every Document (as defined in the Case Management Order), with exhibits, to the Court at the time of service (the "Chambers Copies"). The Chambers Copies shall be printed single-sided. For the avoidance of doubt, an Objection, Reply, or Joinder (each as defined in the Case Management Order) will not be considered timely unless Chambers Copies are delivered to the Court by the applicable Objection Deadline, Reply Deadline, or Joinder Deadline (each as defined in the Case Management Order).

III. **Stalking Horse Agreement and Expense Reimbursement Amount**

8. The Stalking Horse Bidder is a Qualified Bidder and the Stalking Horse Bid is a Qualified Bid, in each case, pursuant to the Bidding Procedures for all purposes.

9. The Stalking Horse Bidder is hereby directed to execute the Stalking Horse Agreement in the form attached to the Bidding Procedures Motion (or an amended form as may be agreed to between the Debtors and the Stalking Horse Bidder and filed with the Court prior to the entry of the Bidding Procedures Order) no later than three (3) business days following the completion of the Reconstruction Steps unless otherwise agreed to by the Debtors. To the extent the Reconstruction Steps are not completed by three (3) business days prior to the Indication of Interest Deadline, the Debtors, with the agreement of the Required Consenting Global First Lien Creditors, shall extend the Indication of Interest Deadline to an appropriate date in order that the Indication of Interest Deadline shall, in all circumstances, occur following the completion of the Reconstruction Steps; *provided* that the Debtors may not, without the consent of (i) the Required Consenting Global First Lien Creditors, to the extent that the RSA remains in full force and effect, or (ii) the Stalking Horse Bidder, to the extent the Stalking Horse Agreement remains in full force and effect, extend any such date or deadline beyond the applicable milestone or outside date under the RSA or the Stalking Horse Agreement.

10. The Debtors are hereby authorized and directed to pay the Expense Reimbursement Amount subject to the terms and conditions set forth in the Stalking Horse Agreement and this Order without any further order of this Court.

11. Upon entry of this Order, the Expense Reimbursement Amount (if earned pursuant to the Stalking Horse Agreement) shall, until paid in full as set forth in the Stalking Horse Agreement, be entitled to administrative expense status pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code; *provided* that the Expense Reimbursement Amount is only payable (and is only entitled to administrative expense status, if applicable) in the event, and to the extent, that the Stalking Horse Bidder is entitled to such amounts under the Stalking Horse

Agreement and without duplication of all outstanding fees and expenses due to any of the Prepetition First Lien Secured Parties under the Cash Collateral Order. The Debtors' obligation to pay the Expense Reimbursement Amount pursuant to the terms of the Stalking Horse Agreement and this Order shall survive termination of the Stalking Horse Agreement and shall be binding and enforceable against each of the Debtors, each of their respective estates, and any of their respective successors or assigns as if such successors or assigns were the Debtors.

12. Notwithstanding anything to the contrary in this Order or any other order of this Court, the Stalking Horse Bidder shall not be required to file or serve a proof of claim with respect to claims arising under or in connection with the Stalking Horse Agreement with respect to the Expense Reimbursement Amount, and no bar date shall be imposed with respect to such claims.

13. Absent further order of the Court, no person or entity, other than the Stalking Horse Bidder (solely to the extent set forth in this Order), shall be entitled to any expense reimbursement or break-up fee or similar protection by the Debtors for submitting a bid for Assets in accordance with the Bidding Procedures (a "Bid") or in any way participating in the sale process for the Assets.

IV. Reconstruction Steps

14. The Debtors are authorized and empowered to execute, deliver, implement and fully perform any and all obligations, instruments, documents and papers and to take any and all actions reasonably necessary or appropriate to consummate the Reconstruction Steps.

15. From and after the implementation of the Reconstruction Steps, the Newcos shall receive, own, and hold the Specified Assets and their value from the respective Transferor Debtors subject only to the liens, security interests, encumbrances, and other interests (collectively, "Interests") held by or on behalf of the Prepetition Secured Parties (as defined in the Cash Collateral Order), in each case (a) attached to, payable from, secured by, or having recourse to the

Specified Assets (including, for the avoidance of doubt, any and all Interests granted to the Prepetition Secured Parties pursuant to the Cash Collateral Order and the Prepetition Secured Parties rights to credit bid in respect of the Specified Assets) or their value or the cash or non-cash proceeds thereof (including, without limitation, all profits derived from the Specified Assets, and all assets of any kind that are acquired by the Newcos after the implementation of the Reconstruction Steps with the proceeds of, or profits derived from, the Specified Assets) (collectively, the “Prepetition Secured Parties’ Interests”) and (b) as they exist immediately before the implementation of any of the respective Reconstruction Steps (subject to the Intercreditor Agreements (as defined in the Cash Collateral Order), as applicable) (such date, the “Reconstruction Steps Implementation Date”), to the same extent and with the same priority as they existed as of such time. Without further order of the Court or the need to execute or file any additional documents, instruments, or agreements, the Prepetition Secured Parties’ Interests shall be legal, valid, binding, enforceable, non-avoidable, and fully perfected in the Specified Assets solely to the same extent and with the same lien and payment priorities as immediately before the Reconstruction Steps Implementation Date, and the rights under the Cash Collateral Order of the Official Committee of Unsecured Creditors, the Official Committee of Opioid Claimants, and the future claimants representative in the Chapter 11 Cases to challenge the validity and effect of such Interests are fully reserved.

16. For the avoidance of doubt, (i) the First Lien Collateral Trustee or its duly appointed designee or agent, on behalf of the Prepetition Secured Parties, is entitled to credit bid in respect of the Transferred Assets (including, without limitation, the Specified Assets) to the same extent as immediately before the Reconstruction Steps Implementation Date notwithstanding the implementation of any of the Reconstruction Steps and (ii) the rights of any party-in-interest to

seek standing or authority to pursue, and thereafter prosecute, a Challenge and to object to the Prepetition Secured Parties' rights to credit bid are hereby reserved and preserved; *provided* that such party-in-interest is already entitled to seek standing or authority to pursue, and thereafter prosecute, a Challenge and to object to the Prepetition Secured Parties' rights to credit bid pursuant to the terms of the Cash Collateral Order as of the date hereof. Nothing in this Order or the Bidding Procedures shall impact the rights of any of the Prepetition Secured Parties to assert claims for the entitlement, allowance, and payment of make-whole, prepayment premium, or similar amount set forth in the Prepetition Documents (as defined in the Cash Collateral Order), and all such rights (and the right of any party in interest to object to or otherwise contest such claims) are fully reserved and preserved. Notwithstanding the foregoing, the Prepetition Secured Parties shall not be permitted to credit bid any claims for payment of make-whole, prepayment premium, or similar amount set forth in the Prepetition Documents, prior to the adjudication of such claims by the Court.

17. Except as expressly provided in the Reconstruction Steps, by virtue of engaging in the Reconstruction Steps, the Newcos shall not assume any liability or other obligation of their respective Transferor Debtors or any other Debtor. Without limiting the generality of the foregoing, and except as expressly provided in the Reconstruction Steps, the Newcos shall not be liable for any claims against the respective Transferor Debtors or any of their predecessors or affiliates, and shall not have any successor, transferee, or vicarious liabilities of any kind or character in connection with, or in any way relating to, the Newcos, the Specified Assets, or the Reconstruction Steps.

18. Notwithstanding anything else to the contrary in this Order or in the Reconstruction Steps, all rights as of the Petition Date of any party in interest, including the substantive rights of

any and all creditors on account of any claims or Interests against, attached to, payable from, secured by, or having recourse to the Transferor Debtors shall be unaffected by the implementation of the Reconstruction Steps or this Order and are hereby reserved and preserved. Prior to the closing of the Sale, all parties shall have the right to seek expedited relief from the Court as a result of suffering any adverse impact arising from the Reconstruction Steps, including, if necessary, seeking the reversal of the Reconstruction Steps. The rights of the Debtors and other parties in interest to contest the existence and materiality of such adverse impact and any requested relief related thereto are fully reserved.

19. From and after implementation of the Reconstruction Steps, the Reconstruction Steps shall not be subject to avoidance under any provision of the Bankruptcy Code or applicable law, *provided*, that the rights for parties under Paragraph 17 of this Order to seek expedited relief from the Court as a result of suffering any adverse impact arising from the Reconstruction Steps shall not be abrogated.

20. Notwithstanding anything else to the contrary in this Order, and without prejudice to the approval of and authorization for the Debtors to consummate the Reconstruction Steps, (a) the entry of this Order and the relief granted hereby is without prejudice to the rights of any of the Prepetition Secured Parties under the applicable Prepetition Documents and the Cash Collateral Order and such rights are hereby reserved and preserved in all respects; (b) nothing in this Order, any of the transactions contemplated by this Order (including, without limitation, the Reconstruction Steps), or any other document, agreement, or instrument contemplated by this Order (including, without limitation, any document, agreement, or instrument evidencing the Reconstruction Steps) shall alter, amend, limit, or otherwise modify, or be interpreted as a modification, amendment, release, or waiver of, (i) the terms and provisions of, and the rights and

remedies of the Prepetition Secured Parties under the applicable Prepetition Documents (including all such terms, provisions, rights, and remedies of the Prepetition Secured Parties existing as of the Petition Date and thereafter, including under the Cash Collateral Order), and/or (ii) the rights and remedies of the Prepetition Secured Parties, including without limitation the right to exercise such rights and remedies, under the applicable Prepetition Documents or the Cash Collateral Order, or the rights of any other creditor under any document applicable to such creditor's rights, or (as to both the Prepetition Secured Parties and such other creditors) under applicable law; and (iii) all such rights and remedies are hereby preserved in all respects; (c) to the extent that the Prepetition Secured Parties' Interests in the Specified Assets were not fully perfected, binding, enforceable and non-avoidable prior to Reconstruction Steps Implementation Date, nothing in this Order shall permit the Prepetition Secured Parties to remedy such deficiencies or be deemed to remedy such deficiencies as part of the Reconstruction Steps, and any attempts to do so shall be null and void; and (d) nothing in this Order, any of the transactions contemplated by this Order (including, without limitation, the Reconstruction Steps), or any other document, agreement, or instrument contemplated by this Order (including, without limitation, any document, agreement, or instrument evidencing the Reconstruction Steps) shall operate to alter, limit, or otherwise impede the development, confirmation or implementation of any chapter 11 plan for any of the Debtors. For the avoidance of doubt, the Prepetition Documents remain in full force and effect.

21. In the event chapter 11 plans are proposed for the Newcos and/or the Transferor Debtors, the Debtors will take the position that the votes of the creditors of the Transferor Debtors shall apply to both the Newcos and the Transferor Debtors with respect to confirming such plans pursuant to section 1126 of the Bankruptcy Code and any other related provision of the Bankruptcy Code and the Bankruptcy Rules.

22. Without limiting the effectiveness of paragraph 15 of this Order in any way, the First Lien Collateral Trustee and Second Lien Collateral Trustee are hereby authorized, empowered, and directed to take any action and enter into any documentation necessary to allow the Prepetition Secured Parties' Interests to attach to the assets of the Newcos at the time the Reconstruction Steps are completed.

23. This Order has primacy over any provisions to the contrary in the Prepetition Documents and the Prepetition Secured Parties are entitled to rely on this Order. No consent, waiver, modification or other document, instrument or agreement under the Prepetition Documents is necessary or required to implement the Reconstruction Steps hereunder. Without limiting the indemnification and other exculpatory provisions under the Prepetition Documents, the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the First Lien Indenture Trustee and the Administrative Agent shall have no liability in connection with the transactions contemplated or authorized under this Order, and no party shall have recourse against them.

24. Any Intercompany Transactions (as defined in the Cash Management Order) that are assigned from the Transferor Debtors to the Newcos or replicated in the Newcos in connection with the Reconstruction Steps, which would have been in the ordinary course of business as between the Transferor Debtors and the counterparty to such Intercompany Transaction absent such assignment or replication, shall continue to be treated as Intercompany Transactions in the ordinary course of business and be authorized in connection with paragraphs 2(a) and 11 of the Cash Management Order.

25. The Debtors shall provide notice to the Committees/FCR with respect to any Intercompany Transactions involving the Newcos or Holdcos prior to consummation of the Reconstruction Steps other than, for the avoidance of doubt, those transactions and steps described

in the Sale Motion and the Reconstruction Steps Exhibit attached hereto (the “Newcos/Holdcos Intercompany Transactions”), *provided, however*, that the Newcos/Holdcos Intercompany Transactions may be subject to challenge by the Committees/FCR, and any such challenge may be reviewed by the Bankruptcy Court after notice and a hearing.

26. The Debtors shall be permitted to make necessary changes to the Cash Management System (as defined in the Cash Management Order) to enable the Newcos to operate in the ordinary course of business as if the Newcos were the Transferor Debtors, *provided*, that the Debtors shall comply with the notice requirements set forth in paragraph 2 of the Cash Management Order.

27. To the extent the Debtors determine in their business judgement that it is necessary to do so, the Debtors (including, for the avoidance of doubt, the Newcos), shall be authorized to open any new bank accounts in accordance with paragraph 4 of the Cash Management Order and such bank accounts shall be treated as Bank Accounts (as defined in the Cash Management Order).

28. In the event that the Prepetition Liens are successfully challenged resulting in any unencumbered value at any of the Debtors (such value, the “Unencumbered Value”), the Successful Bidder(s) shall be authorized and directed to pay cash to such Debtor on account of the Unencumbered Value, subject to the Court ordering otherwise. In addition, for the avoidance of doubt, if the Prepetition Liens are successfully challenged resulting in any Unencumbered Value at the Newcos, the Successful Bidder(s) shall be authorized and directed to pay cash to the Holdcos on account of such Unencumbered Value, subject to the Court ordering otherwise.

29. If a topping bid to the Stalking Horse Bid is selected as the Successful Bid, the Successful Bidder(s) shall be authorized and directed to pay cash to the relevant Debtor on account of any value in excess of the value of the Prepetition Liens at such Debtor entity. In addition, for the avoidance of doubt, the Successful Bidder(s) shall also be authorized and directed to pay cash

to the applicable Holdco on account of any value attributable to the Newcos in excess of the value of the Prepetition Liens at such Newco.

30. The Debtors shall maintain records of all Intercompany Transactions arising from or in connection with the Reconstruction Steps, and all such transfers shall be documented in their books and records so that they may be traced and recorded. Solely for purposes of establishing or determining the entitlements to distributions (if any) of holders of claims against and interests in the applicable Debtor and for no other purpose, no settlements, setoffs, or payments made after the closing of the Reconstruction Steps on account of prepetition Intercompany Transactions shall increase or reduce the amount of any prepetition Intercompany Claims against any Transferor Debtor.

31. The Debtors shall have the right to request that each bidder (other than the Stalking Horse Bidder with respect to the Stalking Horse Bid) allocate the purchase price that it submits with its bid on account of the equity value of the Newcos or any other asset including the Unencumbered Value. Such allocation may be considered by the Court or by any party in interest (including the Debtors) in connection with any determination over any allocation of value that will govern distributions in these Chapter 11 Cases.

32. Each Holdco shall be authorized and directed to enter into an irrevocable, conditional subscription agreement (the "Subscription Agreement") with the Transferor Debtor that it owns pursuant to which such Holdco shall irrevocably agree that if (a) the Newco that it has acquired pursuant to the Reconstruction Steps is sold for more than nominal value or, (b) the assets of such Newco are sold for more than the amount necessary to satisfy in full any Prepetition Liens attaching to such assets, taking into account any successful Challenges (the value in excess of nominal in (a) and the value in excess of Prepetition Liens attaching to such assets in (b)

collectively being the “Excess Value”), such Holdco will use the Excess Value to subscribe for new shares in that Transferor Debtor; *provided*, that, notwithstanding the foregoing, the Debtors reserve the right to pay any administrative expenses of the Holdcos from the Excess Value.

33. Notwithstanding anything to the contrary herein, the Holdcos shall be required to assume the Subscription Agreements immediately following their filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

34. Other than certain prepetition employee claims which will transfer to the Newcos pursuant to applicable foreign law (of which the Debtors are only aware of two employee wage claims, totaling a *de minimis* amount of approximately \$2,000), creditors of the Transferor Debtors shall share in the Unencumbered Value and/or Excess Value that becomes available at the Transferor Debtors in the same order of priority that existed at the Transferor Debtors before the closing of the Reconstruction Steps.

35. For the avoidance of doubt, title to any assets of each Transferor Debtor that are being transferred to the applicable Newco pursuant to the Reconstructions Steps shall only vest upon the allotment and issue by that Newco of the consideration shares to the applicable Holdco.

36. For the avoidance of doubt, equity interests in each Holdco must be held by an existing Debtor prior to any asset transfers.

37. For the avoidance of doubt, all other orders entered in these Chapter 11 Cases shall automatically apply to the Newcos and Holdcos upon the filing by the Newcos and Holdcos of the notice set forth in paragraph 9 of the *Order (I) Directing Joint Administration of the Chapter 11 Cases Pursuant to Bankruptcy Rule 1015(b); (II) Waiving the Requirements of Section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n); and (III) Granting Related Relief* [Docket No. 45].

V. Sale Notice Procedures

38. The Sale Notice Procedures, substantially in the form set forth in (a) the Sale Notice attached to this Order as **Exhibit 2** and (b) the Supplemental Notice Plan described in the Finegan Declaration [Docket No. 732], are approved. The Debtors are authorized to implement the Sale Notice Procedures as set forth in the Bidding Procedures Motion, the Bidding Procedures, the Sale Notice, and the Finegan Declaration.

VI. Assumption and Assignment Procedures

39. The (a) Assumption and Assignment Procedures, as set forth in the Assumption and Assignment Notice substantially in the form attached to this Order as **Exhibit 3**, and (b) the Assumption and Assignment Notice are approved.

40. Except as otherwise provided in paragraph 41 below, the Assumption and Assignment Procedures shall govern the assumption or assumption and assignment of all of the Debtors' Contracts and Leases to be assumed or assumed and assigned in connection with the Sale, subject to the payment of any amounts necessary to cure any defaults arising under any such Contract or Lease (the "Cure Costs").

41. Notwithstanding anything in this Bidding Procedures Order to the contrary, the Assumption and Assignment Procedures shall not apply to (a) the DMPs (as defined in and listed on **Exhibit A** to the *Joint Limited Objection and Reservation of Rights of Certain Distributors, Manufacturers, and Pharmacies to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 1133]); (b) the Thermo Fisher Entities (as defined in the *Limited Objection and Reservation of Rights of Thermo Fisher Entities to Debtors' Motion for an Order (I) Establishing*

Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief [Docket No. 1125]); and (c) the Pfizer Entities (as defined in the *Limited Objection and Reservation of Rights of Pfizer Entities to Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 1141]).

VII. Other Related Relief

42. In the ordinary course of business and through operating customer call centers, Debtors Endo Pharmaceuticals Inc., Endo Aesthetics LLC, Par Pharmaceuticals, Inc., Paladin Labs Inc., and Endo Ventures Limited collect and store certain customer data (the “Customer Data”) through third-party platforms and services such as IRMS, Cisco, and Salesforce that may be considered “Personally Identifiable Information” (as defined in Bankruptcy Code section 101(41A)). It is anticipated that the Customer Data will be transferred to the Successful Bidder as part of the Sale. The U.S. Trustee is hereby directed to appoint a Consumer Privacy Ombudsman under Bankruptcy Code sections 332 and 363(b)(1). The fees and expenses of the Consumer Privacy Ombudsman shall not exceed \$50,000 in the aggregate, subject to increase upon the showing of cause by the Consumer Privacy Ombudsman. The transfer of Personally Identifiable Information shall not be effective until a Consumer Privacy Ombudsman is appointed, issues its findings, and the Court has an opportunity to review the findings and issue any rulings that are appropriate.

43. The First Lien Collateral Trustee, Second Lien Collateral Trustee, First Lien Indenture Trustee, and the Administrative Agent shall be authorized to collectively retain one local

legal counsel in Ireland to advise on Irish law issues in connection with the Reconstruction Steps and Sale process, and the Debtors are authorized and directed to pay in full in cash and in immediately available funds the reasonable and documented fees and expenses of such Irish counsel without the need for such Irish counsel to file any interim or final fee application or otherwise seek the Court's approval of any such payments.

44. Notwithstanding anything in this Bidding Procedures Order to the contrary, unless LINA (as defined in the *Objection of Life Insurance Company of North America to Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 929] (the "LINA Objection")) and the Debtors agree otherwise, assumption and assignment of the LINA Policies (as defined in the LINA Objection) shall not be considered or approved at any hearing unless, at least three (3) business days prior to such hearing, LINA, through its counsel of record, is provided with written notice of (i) the Debtors' decision to seek approval at such hearing to assume and assign the LINA Policies as part of the proposed Sale Transaction, (ii) the identity of the proposed assignee; and (iii) adequate assurance information for the proposed assignee, including a good faith estimate as to the number of employees of the Debtors who will become employees of the assignee. This resolves the LINA Objection.

45. For the avoidance of doubt, any rights reserved in this Order for the Official Committee of Unsecured Creditors and/or the Official Committee of Opioid Claimants shall be subject to, as applicable, the Resolution Stipulation.

46. For the avoidance of doubt, the right of any member (or any of its related affiliates) of the Ad Hoc Cross-Holder Group³ to participate in the sale process (including Phase A, Phase B, and the Auction) in its capacity as a holder of Second Lien Notes in connection with (x) formulating a Bid; (y) the submission by holders of Second Lien Notes or their designee at their direction of a Bid that includes a credit bid with respect to the obligations under and the liens securing the Second Lien Notes and; (z) the direction of the Second Lien Collateral Trustee in connection therewith, are fully preserved; *provided*, that any Bid formulated or submitted pursuant to (x) and (y) above shall be subject to and incorporate the resolutions set forth in the Resolution Stipulation (including, for the avoidance of doubt, both of the Committees Resolution Term Sheets (as defined in the Resolution Stipulation)).

47. All objections to the relief granted herein that have not been withdrawn with prejudice, waived, or settled, and all reservations of rights included in such objections, are hereby overruled and denied on the merits with prejudice.

48. Notwithstanding anything herein to the contrary, nothing in this Order shall limit any party's ability to assert that the Debtors cannot sell the Assets pursuant to the Stalking Horse Agreement or otherwise outside of a chapter 11 plan.

49. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

50. To the extent the provisions of this Order are inconsistent with the provisions of any exhibits referenced herein or with the Bidding Procedures Motion, the provisions of this Order shall control.

³ “Ad Hoc Cross-Holder Group” means the parties set forth in the *Third Amended Verified Statement of the Ad Hoc Cross-Holder Group Pursuant to Bankruptcy Rule 2019* [Docket No. 1437], as represented by the Ad Hoc Cross-Holder Advisors (as defined in the Cash Collateral Order).

51. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Bidding Procedures Motion.

52. The Stalking Horse Bidder or its duly appointed designee has standing to seek to enforce the terms of this Order.

53. The Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Expense Reimbursement Amount, the Stalking Horse Agreement, the Reconstruction Steps, or the Bidding Procedures.

Dated: April 2, 2023
New York, New York

/s/ James L. Garrity, Jr.

HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

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Counsel to Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

ENDO INTERNATIONAL PLC, et al.,

Debtors.¹

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

**BIDDING PROCEDURES FOR
THE SALE OF SUBSTANTIALLY ALL ASSETS**

The procedures set forth herein (these “Bidding Procedures”) will be employed in connection with a sale(s) or disposition(s) (each, a “Transaction” and collectively, the “Sale”) of substantially all the assets owned by Endo International plc and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in connection with the above-captioned chapter 11 cases (the “Chapter 11 Cases”).

By the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets, and (IV) Granting Related Relief* [Docket No. 728] (the “Sale Motion”) the Debtors, as debtors in possession, sought,

¹ The last four digits of Debtor Endo International plc’s tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

among other things, approval of these Bidding Procedures for soliciting bids for, conducting an auction (the “Auction”) of, and consummating, the Sale, as further described herein.²

On [____], 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”), entered the *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* [Docket No. ____] (the “Bidding Procedures Order”), which, among other things, authorized (a) the Debtors to solicit bids for the Sale in accordance with these Bidding Procedures outlined herein and (b) the Debtors’ entry into a purchase and sale agreement (as may be amended, supplemented, or otherwise modified from time to time, the “Stalking Horse Agreement”) with one or more entities (or their designees) formed in a manner acceptable to the Required Holders in their sole discretion (the “Stalking Horse Bidder”) for the sale of the Transferred Assets, free and clear of any and all liens, encumbrances, claims, and other interests, pursuant to which the Stalking Horse Bidder has committed to provide aggregate consideration consisting of (collectively, the “Stalking Horse Bid”): (i) a credit bid, pursuant to section 363(k) of title 11 of the United States Code (the “Bankruptcy Code”) in full satisfaction of the Prepetition First Lien Indebtedness (the “Stalking Horse Credit Bid”); (ii) \$5 million in cash on account of certain unencumbered Transferred Assets (the “Stalking Horse Cash Purchase Price”); (iii) the Wind-Down Amount; (iv) the Pre-Closing Professional Fee Reserve Amounts; and (v) assumption of the Assumed Liabilities. Pursuant to the Bidding Procedures Order, the Stalking Horse Bid is subject to higher or better offers, the outcome of the Auction and the approval of the Court.

The Restructuring Support Agreement, dated as of August 16, 2022, as amended on March 24, 2023 (as may be further amended, supplemented, or otherwise modified from time to time, the “RSA”),³ currently contemplates that the Sale will be implemented pursuant to the terms and conditions of either (i) the Stalking Horse Agreement or (ii) in the event one or more third-party purchaser(s) is determined to have submitted the highest or otherwise best offer or offers for the Assets (as defined below) in accordance with these Bidding Procedures, the purchase and sale agreement(s) agreed to by the Debtors and such third-party purchaser(s).

DESCRIPTION OF THE ASSETS

The Debtors seek to sell substantially all of their assets (including the Debtors’ intellectual property, certain customer and vendor contracts, accounts receivable and goodwill) and assign certain contracts material to the operation of the Debtors’ businesses (collectively, the “Assets”).

The Debtors are soliciting bids (including bids from multiple bidders and multiple bids submitted by the same bidder) that are made for either:

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Sale Motion, the RSA (as defined below), or the Stalking Horse Agreement (as defined below), as applicable.

³ As used herein, the term “RSA” refers to both the RSA and Restructuring Term Sheet (as defined in the RSA).

- (a) all or substantially all of the Debtors' Assets; or
- (b) one or more of the following:
 - (i) one or more of the Debtors' Business Segments (as defined below) (either including or excluding (1) the CCH Assets (as defined below) and/or (2) the Legacy Opioid Assets (as defined below));
 - (ii) all of the CCH Assets; and/or
 - (iii) all of the Legacy Opioid Assets.

While the Debtors encourage bids on all or substantially all of the Debtors' Assets or the specific asset groups set forth above, the Debtors will also consider bids for any individual Asset and bids for any collection of Assets that is less than all or substantially all of the Debtors' Assets.

The Debtors have four principal operating segments (each, a "Business Segment"):

(a) Branded Pharmaceuticals: The Debtors' branded business focuses on products that have inherent scientific, regulatory, legal, and technical complexities, and markets such products under recognizable brand names that are trademarked. Products in the Branded Pharmaceuticals segment include: XIAFLEX®, SUPPRELIN® LA, NASCOBAL®, AVEED®, QWO® (QWO®, together with XIAFLEX®, the "CCH Assets"), PERCOCET®, TESTOPEL®, EDEX®, and LIDODERM®.

(b) Sterile Injectables: The Sterile Injectables segment includes a product portfolio of more than 30 product families. In this portfolio, there are (i) branded sterile injectable products that are protected by certain patent rights and have inherent scientific, regulatory, legal and technical complexities, and (ii) generic sterile injectable products that are difficult to formulate or manufacture or face complex legal and regulatory challenges. The Debtors' sterile injectables products are manufactured in sterile facilities in vial dosages and are administered at hospitals, clinics and long-term care facilities. Products in the Sterile Injectables segment include: VASOSTRICT®, ADRENALIN®, Ertapenem for injection, APLISOL®, and Ephedrine sulfate injection.

(c) Generic Pharmaceuticals: Generic products are the pharmaceutical and therapeutic equivalents of branded products and are generally marketed under their generic (chemical) names rather than their brand names. For generic products, the Debtors' focus is on high-barrier-to-entry products, with an emphasis on complex sterile injectable products, such as ready-to-use products, and first-to-file or first-to-market opportunities that are difficult to formulate or manufacture. The Generic Pharmaceuticals' product portfolio includes solid oral extended-release (e.g., pills), solid oral immediate-release, liquids, semi-solids, patches (medicated adhesive patches designed to deliver the pharmaceutical through the skin), powders, ophthalmics (sterile pharmaceutical preparations administered for ocular conditions), and sprays, and includes other products that treat and manage a wide range of medical conditions. This

segment includes approximately 135 generic product families, including ENDOCET® (ENDOCET®, together with PERCOCET®, the “Legacy Opioid Assets”).

(d) International Pharmaceuticals: The International Pharmaceuticals segment sells a variety of specialty pharmaceutical products outside the United States, primarily in Canada through Debtor Paladin Labs Inc. The key products of this segment serve various therapeutic areas, including attention deficit hyperactivity disorder, pain, women’s health, oncology, and transplantation.

Any party interested in submitting a bid for any of the Debtors’ Assets should contact the Debtors’ investment banker, PJT Partners LP, 280 Park Avenue, New York, New York 10017 (Attn: Tom Davidson (davidson@pjtpartners.com), Mark Buschmann (buschmann@pjtpartners.com), Tarek Aguizy (aguizy@pjtpartners.com), and Scott Mates (mates@pjtpartners.com)).

IMPORTANT DATES AND DEADLINES⁴

The key dates for the sale process are set forth below. The Debtors, after consultation with the Consultation Parties and subject to the terms of the RSA and the Stalking Horse Agreement, may extend any of the deadlines, or delay any of the applicable dates, in these Bidding Procedures; *provided* that the Debtors may not, without the consent of the Required Consenting Global First Lien Creditors, to the extent that the RSA remains in full force and effect, or the Stalking Horse Bidder, to the extent that the Stalking Horse Agreement remains in full force and effect, extend any such deadline or date beyond the applicable milestone or outside date under the RSA or the Stalking Horse Agreement.

March 28, 2023, at 4:00 p.m. (prevailing Eastern Time)	Hearing to consider approval of these Bidding Procedures and entry of Bidding Procedures Order
April 25, 2023	Target date to launch the Supplemental Notice Plan
April 26, 2023	Deadline for the Debtors to provide (x) the Assumption and Assignment Notice to non-Debtor contract counterparties (each, a “ <u>Counterparty</u> ” and together, the “ <u>Counterparties</u> ”) and (y) the Sale Notice to the Sale Notice Parties other than the Purdue Parties (as defined below).
May 16, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline for all Counterparties to object to Debtors’ proposed Cure Costs (as defined in the Sale Motion), the Assumption and Assignment Procedures and the Adequate Assurance Information of the Stalking Horse Bidder with regard to the Proposed Assumed Contracts (each such objection, a “ <u>Cure Objection</u> ”)

⁴ Certain terms used in this section are defined elsewhere in these Bidding Procedures.

May 31, 2023	Deadline for the Debtors to provide the Sale Notice to the Purdue Parties.
June 13, 2023, at 4:00 p.m. (prevailing Eastern Time)	Indication of Interest Deadline
June 20, 2023, at 4:00 p.m. (prevailing Eastern Time) (the “<u>Sale Acceleration Election Notice Deadline</u>”)⁵	Deadline for Debtors to file Sale Acceleration Election Notice
July 7, 2023, at 4:00 p.m. (prevailing Eastern Time) (the “<u>Sale Objection Deadline</u>”)	Deadline to object to the proposed Sale, including any objection to the sale of the Transferred Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code and entry of a Sale Order (each objection, a “ <u>Sale Objection</u> ”)
July 19, 2023, at 12:00 p.m. (prevailing Eastern Time)	Reply deadline for Accelerated Sale Hearing
July 28, 2023, at 10:00 a.m. (prevailing Eastern Time)	Date of Accelerated Sale Hearing (subject to occurrence of Sale Acceleration Election)
August 8, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline for any Prospective Bidders to submit a Qualified Bid in writing to the Bid Notice Parties (such deadline, the “ <u>Bid Deadline</u> ”)
August 10, 2023, at 5:00 p.m. (prevailing Eastern Time)	Deadline for the Debtors to notify each Acceptable Bidder of their status as Qualified Bidders
August 15, 2023, at 10:00 a.m. (prevailing Eastern Time)	Auction to be held at the offices of Skadden, Arps, Slate Meagher & Flom LLP
August 18, 2023, at 4:00 p.m.	If the Sale Hearing is <u>not</u> accelerated, deadline for replies to any Sale Objection.
August 22, 2023, at 12:00 p.m. (prevailing Eastern Time)	Deadline for objections solely related to (a) the identity of the Successful Bidder(s), which, for the avoidance of doubt, includes objections related to whether the Successful Bidder(s) provides for the establishment of a trust (or trusts) or other consideration for the benefit of opioid claimants or other means to address opioid claims against the Debtors,

⁵ Please see section E at page 18 for further information regarding the Sale Acceleration Election Notice Deadline.

	(b) changes to the Stalking Horse Agreement, (c) conduct of the Auction, and (d) adequate assurance of future performance (each objection, a " <u>Limited Objection</u> ").
August 25, 2023, at 12:00 p.m.	Deadline for replies to any Limited Objection
August 31, 2023, at 11:00 a.m. (prevailing Eastern Time)	Date of Sale Hearing (unless accelerated)

NOTICING

I. Parties to Receive Notice

A. Consultation Parties

As provided for in these Bidding Procedures and the Bidding Procedures Order, the Debtors shall consult in good faith with counsel to (each of the following parties to the extent applicable, including such party's advisors, a "Consultation Party"):

- (a) the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (the "UCC");
- (b) the Official Committee of Opioid Claimants appointed in the Chapter 11 Cases (the "OCC" and, together with the UCC, the "Committees");
- (c) the Future Claims Representative appointed in the Chapter 11 Cases;
- (d) the Required Consenting Global First Lien Creditors, but only if both (i) following the Bid Deadline, the Debtors receive one or more Qualified Bids that provide for the payment in full in cash of the Prepetition First Lien Indebtedness, and (ii) the Stalking Horse Bidder informs the Debtors in writing that it will not modify the Stalking Horse Bid after such time; and
- (e) the Ad Hoc Cross-Holder Group, but only if after the Bid Deadline, either (1) the Ad Hoc Cross-Holder Group does not submit a Bid, or (2) (A) the Ad Hoc Cross-Holder Group submits a Bid, (B) the Debtors receive one or more Qualified Bids that the Debtors determine are higher or otherwise better than the Bid submitted by the Ad Hoc Cross-Holder Group, and (C) the Ad Hoc Cross-Holder Group informs the Debtors in writing that it will not modify its Bid after such time.

For the avoidance of doubt, any consultation rights afforded to the Consultation Parties by these Bidding Procedures shall not limit the Debtors' discretion in any way and shall not include the right to veto any decision made by the Debtors in the exercise of their reasonable business judgment.

B. Bid Notice Parties

All bids must be submitted in writing to the following parties (collectively, the “Bid Notice Parties”):

- (a) the Debtors, c/o Endo International plc, 1400 Atwater Drive Malvern, PA 19355 60179 (Attn: Matthew Maletta (Maletta.Matthew@endo.com) and Brian Morrissey (Morrissey.Brian@endo.com));
- (b) the Debtors’ attorneys, Skadden, Arps, Slate Meagher & Flom LLP, One Manhattan West, New York, New York 10001 (Attn: Paul D. Leake (Paul.Leake@skadden.com), Lisa Laukitis (Lisa.Laukitis@skadden.com), Shana A. Elberg (Shana.Elberg@skadden.com), and Liz Downing (Elizabeth.Downing@skadden.com)); and
- (c) the Debtors’ investment banker, PJT Partners LP, 280 Park Avenue, New York, New York 10017 (Attn: Tom Davidson (davidson@pjtpartners.com), Mark Buschmann (buschmann@pjtpartners.com), Tarek Aguizy (aguizy@pjtpartners.com), and Scott Mates (mates@pjtpartners.com)).

C. Core Notice Parties

The “Core Notice Parties” shall include the following known persons and entities:

- (a) the Consultation Parties;
- (b) the Stalking Horse Bidder;
- (c) counsel to the Ad Hoc First Lien Group;
- (d) counsel to the Ad Hoc Cross-Holder Group;
- (e) counsel to the Ad Hoc Group of Personal Injury Victims;
- (f) counsel to the Ad Hoc Committee of NAS Children;
- (g) counsel to the Multi-State Endo Executive Committee;
- (h) all known Counterparties to any Contracts or Leases (each as defined below) that may be assumed or rejected in connection with a Sale;
- (i) all persons and entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance on, in or against the Assets (for whom identifying information and addresses are available to the Debtors);
- (j) the Office of the United States Trustee for the Southern District of New York;

- (k) the United States Attorney General; the Office of the United States Attorney for the Southern District of New York; and the Offices of Attorneys General and Offices of the Secretaries of State for all 50 U.S. states and all U.S. territories;
- (l) the Internal Revenue Service;
- (m) all other state and local taxing authorities for the jurisdictions in which the Debtors maintain or conduct business or own property;
- (n) all environmental authorities having jurisdiction over any of the Assets, including the Environmental Protection Agency, if applicable;
- (o) all regulatory authorities that regulate the Debtors' businesses;
- (p) the Antitrust Division of the United States Department of Justice;
- (q) the Federal Trade Commission;
- (r) the Securities Exchange Commission; and
- (s) any other governmental authority in any country in which the Debtors are organized, which is known to have a claim against the Debtors in the Chapter 11 Cases;
- (t) entities on the Master Services List (as defined in the Order Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures [Docket No. 374]) (the "Case Management Order");
- (u) all parties who have requested notice pursuant to Bankruptcy Rule 2002; and
- (v) all other persons and entities as directed by the Court.

D. Sale Notice Parties

The "Sale Notice Parties" shall include the following known persons and entities:

1. Known Actual Claimants and Parties in Interest

- (a) The Core Notice Parties;
- (b) all claimants that have filed a proof of claim prior to the date of entry of the Bidding Procedures Order;
- (c) all creditors and other known holders of claims prior to the date of entry of the Bidding Procedures Order, including all claimants listed in the Schedules (as defined in the Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Procedures for Filing Proofs of Claim; (III) Approving the Proof of Claim Forms; (IV) Approving the Form and Manner of Notice Thereof; and

- (V) Approving the Confidentiality Protocol [Docket No. ___] (the “Bar Date Order”)) as holding claims, at the addresses stated therein;
- (d) all Debt Agents (as defined in the Bar Date Order);
- (e) all parties to litigation with the Debtors that are known as of the date of entry of the Bidding Procedures Order, and/or their counsel, including:
- (i) all known parties to litigation or administrative proceedings with the Debtors as of the date of entry of the Bidding Procedures Order (including, without limitation, all co-defendants in the Debtors’ prepetition (a) opioid; (b) generic pricing; (c) transvaginal mesh; (d) other antitrust; and (e) ranitidine litigations) for whom identifying information and addresses are available to the Debtors, and their counsel;
- (ii) all known parties to litigation that concluded after July 1, 2021 (for whom identifying information and addresses are available to the Debtors) and their counsel; and
- (f) all (i) current employees of the Debtors and (ii) all former employees of the Debtors terminated on or after January 1, 2016.

2. **Known Potential Claimants and Parties in Interest**

- (a) subject to entry of an order authorizing the Debtors to obtain such information, all persons or parties who have filed a Proof of Claim on account of a personal injury related to opioids in *In re Purdue Pharma L.P.*, Case No. 19-23649 (Bankr. S.D.N.Y. 2019) (the “Purdue Parties”);
- (b) all parties known to the Debtors as having potential claims against the Debtors’ estates (each for whom identifying information and addresses are available to the Debtors) including:
- (i) all U.S. corporate pharmacy headquarters and pharmacy benefit managers in all 50 U.S. states and all U.S. territories;
- (ii) users and prescribers of Endo products who are included in an adverse event report or who have filed a product complaint and provided contact information;
- (iii) parties who have threatened, but not filed, litigation against the Debtors (including, but not limited to, product disputes, employment disputes, and contract disputes); and such parties’ counsel;
- (iv) entities and individuals other than current, former, and retired employees, officers, and directors, that have requested indemnification, and such entities’ or individuals’ counsel;

- (v) individuals who: (1) filed potential claims via the census registry ordered in *In re: Zantac (Ranitidine) Products Liability Litigation Master Personal Injury Complaint*, No. 9:20-md-02924-RLR (S.D.F.L 2020); (2) reported using prescription ranitidine products during the time the Debtors' product was on the market; and (3) claim to have developed one of the designated cancers, and such parties' counsel;
- (vi) parties who have entered into either individualized or aggregate settlement agreements with the Debtors surrounding transvaginal mesh products, but whose distribution rights pursuant to such agreements were unclaimed or otherwise not finalized as of the Petition Date;
- (vii) governmental or regulatory bodies that, as of August 16, 2021, have commenced or maintained ongoing investigations regarding the Debtors' businesses of which the Debtors have been made aware; and
- (viii) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a sale transaction involving any material portion of the Assets during the past 12 months.

For the avoidance of doubt, to the extent that the Debtors are unable to obtain address information for a Sale Notice Party, but are able to obtain address information for such party's counsel, such counsel will be deemed a Sale Notice Party.

E. Objection Recipients

All Sale Objections, Cure Objections, and Auction Result Objections (each as defined below), each as further discussed in the Bidding Procedures Order, shall be filed with the Court by the applicable objection deadline and served on the following parties (collectively, the "Objection Recipients"):

- (a) the Bid Notice Parties;
- (b) entities on the Master Service List; and
- (c) counsel to the Stalking Horse Bidder.

II. Notice Procedures

A. Sale Notice Procedures

The Debtors will provide actual notice of the Sale to known parties in interest (i.e., the Sale Notice Parties) as well as publication and other notice to unknown parties (e.g., potential litigation claimants with identities or addresses not presently known or reasonably ascertainable by the Debtors) (together, the "Sale Notice Procedures"). The Sale Notice Procedures provide for the following:

Sale Notice. By (x) April 26, 2023, or as soon as reasonably practicable thereafter, with respect to all parties other than the Purdue Parties and (y) May 31, 2023, or as soon as reasonably practicable thereafter, with respect to the Purdue Parties, the Debtors shall file with the Court, serve on the Sale Notice Parties by first class U.S. mail, postage prepaid, and cause to be published on the dedicated website hosted and maintained by Kroll Restructuring Administration LLC, the Debtors' claims and noticing agent in the Chapter 11 Cases (the "Noticing Agent"), located at <https://restructuring.ra.kroll.com/Endo> (such website, the "Case Website"), the notice of the Sale, substantially in the form attached to the Bidding Procedures Order as **Exhibit 2** (the "Sale Notice").

The Sale Notice will (a) include a general description of the Assets for sale and Business Segments or Assets for which Bids will be solicited; (b) prominently display the date, time, and place (as applicable) of the (i) Indication of Interest Deadline, (ii) Accelerated Sale Hearing, (iii) Bid Deadline, (iv) Auction and (v) Sale Hearing; and (c) prominently display the deadlines and procedures for filing a Sale Objection.

Supplemental Notice Plan. In addition, the Sale Notice Procedures include a comprehensive media plan for providing publication notice to unknown claimants (such plan, the "Supplemental Notice Plan").⁶ The target date to launch the Supplemental Notice Plan is April 25, 2023. The Supplemental Notice Plan is to run for no less than 65 calendar days.

B. Assumption and Assignment Notice

The Debtors developed procedures (such procedures, the "Assumption and Assignment Procedures") to facilitate the fair and orderly assumption, assumption and assignment, and rejection of certain executory contracts (the "Contracts") or unexpired leases (the "Leases") as may be designated in the Stalking Horse Agreement or any other Successful Bid(s) (as defined below). Pursuant to the Bidding Procedures Order, the Assumption and Assignment Procedures contemplate: (a) the amendment of certain indemnification and reimbursement clauses in applicable Assumed Contracts; and (b) the release of the Debtors (and any of the Debtors' assignees or successors to the applicable Assumed Contracts) from any obligations, liabilities, claims, or other rights of recovery arising thereunder.

The Assumption and Assignment Procedures provide for notice regarding such assumption, assumption and assignment, or rejection of the Contracts and Leases to Counterparties, and the Debtors' calculation of potential cure costs that would arise in connection with any proposed assumption and assignment (such notice, substantially in the form attached to the Bidding Procedures Order as **Exhibit 3**, the "Assumption and Assignment Notice"). The Debtors shall provide the Assumption and Assignment Notice in accordance with the Bidding Procedures Order.

⁶ The Supplemental Notice Plan is described in the *Declaration of Jeanne C. Finegan, APR in Connection with Sale Motion and Bar Date Motion*, filed contemporaneously with the Sale Motion.

PROSPECTIVE BIDDERS

Persons or entities interested in purchasing Assets of the Debtors (“Prospective Bidders”) will be divided into the following two categories:

1. **Prospective Parts Bidders:** Prospective Bidders that indicate an intent to submit: (1) a bid to purchase one or more, but not all of the Business Segments (including or excluding the CCH Assets and/or the Legacy Opioid Assets); (2) a bid to purchase the CCH Assets and/or the Legacy Opioid Assets; (3) a bid for any collection of Assets that is less than all or substantially all of the Debtors’ Assets; or (4) a bid for an individual Asset; will be considered “Prospective Parts Bidders,” and such bid will be referred to as a “Parts Bid”.
2. **Prospective WholeCo Bidders:** Prospective Bidders that indicate an intent to submit a bid to purchase all or substantially all of the Debtors’ Assets will be considered “Prospective WholeCo Bidders,” and such bid will be referred to as a “WholeCo Bid”.

MULTI-PHASE PROCESS

As described in further detail below, the marketing, bidding and sale process for the Debtors’ Assets will take place in the following phases:

1. **Phase A:** “Phase A” will commence on a date following entry of the Bidding Procedures Order to be determined by the Debtors and conclude upon the Indication of Interest Deadline. During Phase A, Prospective Bidders that timely submit (or are exempt from submitting) Preliminary Bid Documents in accordance with these Bidding Procedures will be eligible to receive access to the Debtors’ electronic data room (the “Data Room”) and the confidential information memorandum relating to the Sale (the “CIM”). Prospective Bidders that desire to conduct additional due diligence and/or submit a Qualified Bid must timely submit an Indication of Interest (as defined below) in accordance with these Bidding Procedures. The Consultation Parties will have access to the Data Room and the CIM, subject to the terms, as applicable, of the *Stipulation and Protective Order* [ECF No. 623] (the “Protective Order”).
2. **Phase B:** “Phase B” will commence following the Indication of Interest Deadline, which for the avoidance of doubt, will be after the completion of the preliminary transaction steps. During Phase B, Prospective Bidders that (a) have timely submitted Preliminary Bid Documents and an Indication of Interest, each of which are acceptable to the Debtors, in consultation with the Consultation Parties, or (b) are otherwise authorized to participate in Phase B as determined by the Debtors, in consultation with the Consultation Parties, will have the opportunity to conduct additional due diligence and submit a Qualified Bid in accordance with these Bidding Procedures. The Debtors will provide all due diligence materials provided to Prospective Bidders to the Consultation Parties, subject to the terms of the Protective Order, as applicable.

As described below, if a Sale Acceleration Event occurs following Phase A, the Debtors may elect to accelerate the hearing with respect to the Sale in accordance with these Bidding Procedures.

I. Phase A**A. Prospective Bidder Requirements**

To participate in the bidding process or otherwise be considered for any purpose hereunder, a Prospective Bidder (other than the Stalking Horse Bidder and the Ad Hoc Cross-Holder Group, who shall be deemed to be a Prospective Bidder for purposes of these Bidding Procedures; *provided* that any Bid formulated or submitted by any bidder which includes a member of the Ad Hoc Cross-Holder Group or any of its related entities pursuant to the Bidding Procedures Order and these Bidding Procedures shall be subject to and incorporate the resolutions set forth in the Resolution Stipulation, including, for the avoidance of doubt, both of the Committee Resolution Term Sheets) must deliver or have previously delivered to the Bid Notice Parties the following preliminary documentation (collectively, the “Preliminary Bid Documents”):

- (a) an executed confidentiality agreement in form and substance acceptable to the Debtors;
- (b) a statement that such party has a bona fide interest in submitting a Parts Bid (including an identification of which Business Segments or Asset(s) such party is interested in submitting a Parts Bid (the “Identified Assets”)) or a statement that such party has a bona fide interest in submitting a WholeCo Bid;
- (c) the identity of the Prospective Bidder, including its legal name, jurisdiction, form of organization, and whether the Prospective Bidder is a competitor of the Debtors; and
- (d) any other information that the Debtors may reasonably request (including information with respect to a Prospective Bidder’s financial wherewithal to consummate the Sale), and the Debtors will provide such information to the Consultation Parties, subject to the terms of the Protective Order, as applicable.

Within one (1) business day after a Prospective Bidder delivers Preliminary Bid Documents (or as promptly as reasonably practicable thereafter) the Debtors shall provide copies of any such Preliminary Bid Documents to the Consultation Parties. Promptly after the Debtors’ receipt of Preliminary Bid Documents, but in any event not later than five (5) business days thereafter, the Debtors will determine, in consultation with the Consultation Parties, and notify each Prospective Bidder as to whether such Prospective Bidder has submitted acceptable Preliminary Bid Documents. For the avoidance of doubt, the Stalking Horse Bidder and the Ad Hoc Cross-Holder Group are exempted from the foregoing requirements.

B. Due Diligence

Parties eligible to receive access to the Data Room and the CIM include only (a) Prospective Bidders that have submitted Preliminary Bid Documents acceptable to the Debtors, (b) the Consultation Parties, subject to the terms of the Protective Order, as applicable, and (c) the Stalking Horse Bidder. Notwithstanding the foregoing, for any Prospective Bidder who is a competitor or customer of the Debtors or is affiliated with any competitors or customers

of the Debtors (excluding, for the avoidance of doubt, the Ad Hoc Cross-Holder Group to the extent it or its members do not have a controlling interest in a competitor or customer of the Debtors), the Debtors reserve the right to withhold or modify any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

During Phase A, the Debtors will have the right to determine, in their sole discretion, whether to make members of their management team available for discussions with any Prospective Bidders. Further, during Phase A, the Debtors will determine, in their sole discretion, whether to respond to any other additional due diligence requests and will provide any additional due diligence materials provided to such Prospective Bidder to the Consultation Parties, subject to the terms of the Protective Order, as applicable.

All Prospective Bidders will be provided the same omnibus marketing materials. For the avoidance of doubt, the Debtors do not intend to provide separate carve out financials for individual Assets or otherwise create bespoke materials for individual product lines.

C. Indications of Interest

In order to be eligible to participate in Phase B, all Prospective Bidders must timely submit to the Debtors' investment banker, PJT Partners LP, a non-binding indication of interest (an "Indication of Interest") that is acceptable to the Debtors, in consultation with the Consultation Parties. The deadline for Prospective Bidders to submit an Indication of Interest will be: **June 13, 2023 at 4:00 p.m. (prevailing Eastern Time)** (as may be extended by the Debtors without further notice or a hearing, the "Indication of Interest Deadline").

Each Indication of Interest must include the following information:

- (a) **Identity.** Each Indication of Interest must disclose the identity of the Prospective Bidder, including its legal name, jurisdiction, and form of organization, and details regarding the ownership and capital structure of the Prospective Bidder, including details related to the Prospective Bidder's beneficial owners, ultimate beneficial owners, and controlling entities, and any of the principals, corporate officers, or other representatives that are authorized to appear for and act on behalf of the Prospective Bidder with respect to the contemplated transaction.
 - (i) With respect to identity, an Indication of Interest submitted by the Ad Hoc Cross-Holder Group must only disclose (A) whether it anticipates using or forming a new corporate entity in order to consummate the Sale if it is designated the Successful Bidder, (B) the identity of each of the members of the Ad Hoc Cross-Holder Group that participated in the submission of the Indication of Interest as Prospective Bidders (the "Participating Members") and (C) the aggregate principal amount of debt held by such Participating Members under the Credit Agreement, each First Lien Notes indenture and each Second Lien Notes indenture.
- (b) **Assets.** Each Indication of Interest must provide a description of the key components of the Prospective Bidder's potential Bid (as defined below).

Indications of Interest with respect to potential WholeCo Bids should specify that the Prospective WholeCo Bidder anticipates submitting a Bid for all or substantially all of the Debtors' Assets. Indications of Interest with respect to potential Parts Bids must expressly identify the Asset(s) or Business Segments that the Prospective Parts Bidder anticipates to bid upon.

- (c) **Purchase Price.** Each Indication of Interest must specify the proposed purchase price in U.S. dollars, stated on a total enterprise value basis, to be paid in cash (or if applicable, through non-cash consideration, including a credit bid and/or forgiveness of secured debt), assuming the business is acquired on a cash- and debt-free basis, free of liens, claims and encumbrances under section 363 of the Bankruptcy Code to the extent permitted by law and a normalized level of working capital. Each Indication of Interest must provide details on how such Prospective Bidder calculated its proposed purchase price. The Debtors shall have the right, in consultation with the Consultation Parties, to request that Prospective Bidders (other than the Stalking Horse Bidder with respect to the Stalking Horse Bid) allocate the proposed purchase price on account of the equity value of the Newcos (as defined in the Bidding Procedures Order) or any other asset (including, but not limited to, any asset on which liens may be successfully challenged).
- (d) **Key Assumptions.** Each Indication of Interest must include a description of key assumptions, including operational assumptions, or other key points that the Prospective Bidder utilized to support the Indication of Interest.
- (e) **Financing Sources and Proposed Capital Structure.** Except as set forth below, each Indication of Interest must include reasonable evidence acceptable, in consultation with the Consultation Parties, to the Debtors demonstrating the financial wherewithal of the Prospective Bidder to close the Transaction (including current audited or verified financial statements of, or verified financial support obtained by, the Prospective Bidder or, if the Prospective Bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach), the identification of any person or entity who is reasonably anticipated to provide debt or equity financing for the transaction, the anticipated amounts to be provided by each source of funds, any associated transaction costs, and any material conditions, if known or reasonably anticipated, to be satisfied in connection with such financing.
 - (i) With respect to financing sources and proposed capital structure, any Indication of Interest submitted by the Ad Hoc Cross-Holder Group must only include the identification of any person or entity who is anticipated to provide debt or equity financing for the transaction, and any material conditions to be satisfied in connection with such financing.
- (f) **Prospective Plans.** Each Indication of Interest must disclose a Prospective Bidder's proposed plans for the business following consummation of the Transaction, including intentions for management, employees and facilities, as

well as any relevant experience in similar transactions. In addition, if a Prospective Bidder anticipates submitting a Parts Bid, the Indication of Interest should provide that the Prospective Bidder agrees to cooperate with the Debtors and other Prospective Bidders with respect to other compatible Parts Bids, including if required by the Debtors, to provide services on commercially reasonable terms to such other Prospective Bidders in connection therewith.

- (g) **Conditions and Approvals.** Each Indication of Interest must describe any conditions that a Prospective Bidder anticipates will need to be satisfied prior to entry into a Proposed PSA (as defined below) or consummation of the Transaction. Each Indication of Interest must also specify any internal approvals that were obtained in connection with the submission of an Indication of Interest and any internal approvals that are expected to be required prior to entry into a Proposed PSA and consummation of the Transaction. In addition, each Indication of Interest must list any additional third-party or external approvals that are expected to be required prior to entry into a Proposed PSA and consummation of the Transaction and the amount of time required to secure such approvals.
- (i) An Indication of Interest submitted by the Ad Hoc Cross-Holder Group shall not be required to specify the internal approval processes for each of its individual holders.
- (h) **Due Diligence Requirements.** Each Indication of Interest must outline the remaining due diligence that a Prospective Bidder deems necessary in order to submit a binding proposal. The outline should include, but is not limited to, a list of critical topics, issues, and questions that a Prospective Bidder must address, and any documents a Prospective Bidder must review prior to the submission of a binding proposal. Each Indication of Interest must also provide details regarding any third parties (including financial and legal advisors) that a Prospective Bidder has engaged or expects to engage in order to complete its due diligence.
- (i) **Timing.** Each Indication of Interest must provide an estimate of the amount of time a Prospective Bidder requires to complete its due diligence review of the Debtors, obtain all necessary internal and external approvals, execute a definitive agreement and close the Transaction.
- (j) **Opioid Trust(s).** Each Indication of Interest must include:
- (i) whether the Indication of Interest provides for the establishment of a trust (or trusts) or other consideration for the benefit of public and private opioid claimants or other means to address public and private opioid claims against the Debtors (such trust(s) or mechanism, the “Opioid Trust”); and
- (ii) if applicable, whether the proposed Opioid Trust will incorporate the then-current agreement with respect to the Opioid Trust between the public and tribal opioid claimants, on the one hand, and the Stalking Horse Bidder, on

the other hand, and as between the OCC on the one hand, and the Stalking Horse Bidder, on the other hand, as of the time the Indication of Interest is submitted.

- (k) **GUC Trust(s).** Each Indication of Interest must include:
- (i) whether the Indication of Interest provides for the establishment of a trust (or trusts) or other consideration for the benefit of non-opioid general unsecured creditors or other means to address non-opioid general unsecured claims against the Debtors (such trust(s) or mechanism, the “GUC Trust”); and
 - (ii) if applicable, whether the proposed GUC Trust will incorporate the then-current agreement with respect to the GUC Trust between the UCC on the one hand, and the Stalking Horse Bidder on the other hand, as of the time the Indication of Interest is submitted.
- (l) **Other Agreements.** Each Indication of Interest must include:
- (i) whether the Indication of Interest includes any other agreements by the Prospective Bidder with any other contract counterparties or creditors of the Debtors (whether by way of contract amendment, assumption and assignment, assumption of liabilities, or such other accommodation or agreement in connection with such bid) (each such mechanism, an “Other Agreement”); and
 - (ii) if applicable, whether the proposed Other Agreements will incorporate the terms of the then-current agreements with respect to the Other Agreements established between the various unsecured and secured claimants, on the one hand, and the Stalking Horse Bidder, on the other hand, as of the time the Indication of Interest is submitted.
- (m) **Contact Information and Advisors.** Each Indication of Interest must include the name, telephone number, and email address of the contact person(s) who will be available to discuss the Indication of Interest. The Indication of Interest must also list which external advisors have been retained to support any further diligence efforts and the submission of a binding proposal.
- (n) **Other Information.** Each Indication of Interest should provide any other information that a Prospective Bidder considers relevant for the Debtors and their advisors in evaluating such Indication of Interest or that a Prospective Bidder believes will distinguish its organization and capabilities in consummating the Transaction.

D. Indication of Interest Review Process

Within one (1) business day after a Prospective Bidder delivers an Indication of Interest (or as promptly as reasonably practicable thereafter) the Debtors shall provide copies of

any such Indications of Interest to the Consultation Parties and the Multi-State Endo Executive Committee. Promptly after the Debtors' receipt of an Indication of Interest, but in any event not later than five (5) business days thereafter, the Debtors will determine, in consultation with the Consultation Parties, and notify each Prospective Bidder as to whether such Prospective Bidder has submitted an Indication of Interest acceptable to the Debtors. For the avoidance of doubt, the Stalking Horse Bidder is exempted from the requirement to submit an Indication of Interest.

If (i) a Prospective Bidder does not submit an Indication of Interest prior to the applicable Indication of Interest Deadline or (ii) the Debtors determine, in consultation with the Consultation Parties, that (1) an Indication of Interest fails to materially comply with the requirements described in these Bidding Procedures, or (2) an Indication of Interest, viewed individually or together with other Indications of Interest, is not reasonably likely to result in the submission of a Qualified Bid, then the Debtors are authorized (but not directed) to deny, in consultation with the Consultation Parties the Prospective Bidder further diligence access or the opportunity to participate in Phase B.

The Stalking Horse Bidder and each Prospective Bidder that has submitted an Indication of Interest acceptable to the Debtors in consultation with the Consultation Parties by the applicable Indication of Interest Deadline shall be an "Acceptable Bidder."

E. Sale Hearing Acceleration

If (a) no parties submit an Indication of Interest prior to the Indication of Interest Deadline or (b) the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties and the Multi-State Endo Executive Committee, determine that no Indication of Interest received prior to the Indication of Interest Deadline, viewed individually or together with other Indications of Interest, is reasonably likely to result in the submission of a Qualified Bid (the events described in clauses (a) and (b), each a "Sale Acceleration Event"), then, the Debtors are authorized to elect to terminate the sale and marketing process and accelerate the sale hearing (a "Sale Acceleration Election"); *provided* that absent consent from the Consultation Parties or permission otherwise granted by the Court, the Debtors will not accelerate the sale hearing until the validity of any Challenges (as defined in the Cash Collateral Order) commenced in accordance with the terms of the Cash Collateral Order have been determined by an order of the Court; *provided, however*, that no consent shall be required from the Consultation Parties if the Resolution Stipulation remains in full force and effect at the time the Debtors make a Sale Acceleration Election in accordance with the Bidding Procedures. In the event that the Debtors make a Sale Acceleration Election, the Debtors will file with the Court, serve on the Core Notice Parties, and cause to be published on the Case Website, a notice (a "Sale Acceleration Election Notice") by the Sale Acceleration Notice Deadline: (i) indicating that the Debtors have terminated the marketing process; (ii) naming the Stalking Horse Bidder as the sole Successful Bidder (as defined below); and (iii) setting forth the date and time of the Accelerated Sale Hearing (as defined below); *provided* that nothing in these Bidding Procedures precludes any parties in interest from seeking expedited relief in connection with the Sale Acceleration Election by filing an objection to the Sale Acceleration Election on or before the date that is five (5) business days after the filing of the Sale Acceleration Election Notice. In the event the Debtors do not file a Sale Acceleration Election Notice by the Sale Acceleration Election Notice Deadline of **June 20, 2023, at 4:00 p.m. (prevailing Eastern Time)**, that does

not preclude the Debtors from later filing a Sale Acceleration Election Notice; *provided* that, the Debtors extend the relevant dates and deadlines as applicable in consultation with the Consultation Parties and subject in all respects to the Court's availability.

For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors may, in consultation with the Consultation Parties (and with the consent of the Stalking Horse Bidder), elect not to make a Sale Acceleration Election even if a Sale Acceleration Event occurs.

II. Phase B Bidder Qualifications

A. Phase B Due Diligence

Except as provided below, the Debtors will provide to each Acceptable Bidder due diligence information, as reasonably requested by such Acceptable Bidder in writing, and the Debtors shall post substantially all written due diligence provided to any Acceptable Bidder to the Debtors' electronic data room to be accessible by all Acceptable Bidders who are submitting a bid to which such diligence relates; *provided* that the Debtors will provide to the Consultation Parties any and all due diligence information provided to any Acceptable Bidder to the extent such information has not already been provided to such party, in each case, subject to the terms of the Protective Order, as applicable.

Notwithstanding the foregoing, the following procedures shall apply to requests by Acceptable Bidders for due diligence information and to additional non-public information regarding the Debtors:

- (a) The Debtors will have the right to determine, in their sole discretion, whether to make members of their management team available for discussions and what, if any topics are to be discussed, with any Acceptable Bidders relating to a potential Bid.
- (b) The Debtors, in consultation with the Consultation Parties, may decline to provide such information to Acceptable Bidders who, in the Debtors' reasonable business judgment have not established, or who have raised doubt, that such Acceptable Bidders intend in good faith to, or have the capacity to, consummate the Transaction(s).
- (c) For any Acceptable Bidder (including any Qualified Bidder) who is a competitor or customer of the Debtors or is affiliated with any competitors or customers of the Debtors, the Debtors reserve the right to withhold or modify any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.
- (d) The Debtors shall not be obligated to furnish any due diligence information after the Bid Deadline to any party that has not submitted a Qualified Bid (as defined below). Except as contemplated pursuant to the terms of a purchase and sale agreement with the Successful Bidder(s) (as defined below), the availability of

additional due diligence to a Qualified Bidder will cease on the conclusion of the Auction.

All due diligence requests shall be directed to the Debtors' investment banker, PJT Partners LP, 280 Park Avenue, New York, New York 10017 (Attn: Tom Davidson (davidson@pjtpartners.com), Mark Buschmann (buschmann@pjtpartners.com), Tarek Aguizy (aguizy@pjtpartners.com), and Scott Mates (mates@pjtpartners.com)).

Prospective Bidders will not, directly or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential transaction with any other Prospective Bidder or any customer, supplier, or other Counterparties of the Debtors, in each case, without the prior written consent of the Debtors.

Each Acceptable Bidder (including any Qualified Bidder) shall comply with all reasonable requests for additional information and due diligence access requested by the Bid Notice Parties regarding the ability of such Acceptable Bidder (including any Qualified Bidder) to consummate its contemplated transaction. Failure by an Acceptable Bidder (including any Qualified Bidder) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, in consultation with the Consultation Parties, that such bidder (including any Qualified Bidder) is no longer an Acceptable Bidder or that the Bid (as defined below) made by such bidder will not be considered a Qualified Bid.

B. Qualified Bid Requirements

(A) The Stalking Horse Bid and (B) a WholeCo Bid or a Parts Bid submitted by an Acceptable Bidder (each, a "Bid") that is determined by the Debtors, after consultation with the Consultation Parties, to meet the requirements set forth below will each be considered a "Qualified Bid." The Stalking Horse Bidder and any other Acceptable Bidder that submits a Qualified Bid will be considered a "Qualified Bidder."

To qualify as a Qualified Bidder, an Acceptable Bidder (other than the Stalking Horse Bidder) must deliver a Bid that meets the following criteria to the Bid Notice Parties by the Bid Deadline:

- (a) **Identity.** Each Bid must fully disclose the legal identity of each person or entity (including such entity's shareholders, partners, investors, and ultimate controlling entities) bidding for the Assets or otherwise participating in the Auction in connection with such Bid (including any parent companies, equity holders, or other financial backers), and the complete terms of any such participation and must also disclose any connections, arrangements or agreements, whether oral or written, with the Debtors, any other known bidder, and any officer or director of the foregoing. Each such Bid must also include contact information for the specific person(s) the Debtors should contact in the event they have questions about the Bid.
- (b) **Purchased Assets.** Each Bid must clearly include the following:

- (i) A clear statement that expressly identifies the Asset(s) being bid upon, including any Contracts and Leases of the Debtors that would be assumed and assigned in connection with the proposed Sale (all such Contracts and Leases, the “Proposed Assumed Contracts”);
- (ii) the proposed cash purchase price of the Bid (the “Bidder Cash Purchase Price”); and
- (iii) the proposed liabilities to be assumed, including any debt, employee obligations, or contingent liabilities to be assumed (together with the Bidder Cash Purchase Price, as determined by the Debtors, the “Bid Value”).

The Debtors reserve the right, in consultation with the Consultation Parties, to (a) ask any Acceptable Bidder to allocate the value ascribed to a Bid for any particular Asset, and to ask about any significant assumptions on which such valuations are based and (b) request that Acceptable Bidders (other than the Stalking Horse Bidder with respect to the Stalking Horse Bid) allocate the Bidder Cash Purchase Price on account of the equity value of the Newcos (as defined in the Bidding Procedures Order) or any other asset (including, but not limited to, any asset on which liens may be successfully challenged).

- (c) **Consolidated Bid.** Each Bid for less than all of the Assets must identify whether or not the Acceptable Bidder is willing to aggregate its Bid into an acceptable consolidated bid with other Acceptable Bidders.
- (d) **Minimum Bid.** The Bid Value proposed in a Bid or sum of Bids (as such Bid or Bids may be aggregated with other Acceptable Bidders) must exceed the Stalking Horse Bid and, taking into account both the Bidder Cash Purchase Price and any cash to be retained by the Debtors, must (i) provide for the indefeasible payment in cash in an amount that exceeds the sum, without duplication, of the following amounts: (1) \$5,862,679,000.00,⁷ *plus* (2) \$5 million in cash on account of certain unencumbered Transferred Assets, *plus* (3) the Wind-Down Amount, (collectively, the “Minimum Bid Amount”), and (ii) provide for the funding of (1) the Pre-Closing Professional Fee Reserve Amounts, *plus* (2) all outstanding fees and expenses due to the Prepetition First Lien Secured Parties (as defined in the Cash Collateral Order) under the Cash Collateral Order, including, for the avoidance of doubt, outstanding accrued and unpaid First Lien Adequate Protection Payments (as defined in the Cash Collateral Order) (without duplication of the Expense Reimbursement Amount), *plus* (3) Non-U.S. Sale

⁷ This figure assumes that all interest and fees are paid current through adequate protection payments pursuant to the Cash Collateral Order.

Transaction Taxes.⁸ If the Acceptable Bidder believes that the Bid Value relative to the Stalking Horse Bid should include additional non-cash components (such as fewer contingencies than are in the Stalking Horse Agreement), the Bid must include a detailed analysis of the value of any such additional non-cash components and any back-up documentation to support such value.

- (i) The minimum amount of cash in a Bid submitted by the Ad Hoc Cross-Holder Group may be reduced by the amount of any Prepetition First Lien Indebtedness held by any holders of the Ad Hoc Cross-Holder Group that are not party to the RSA and that are participating in such bid (the “Participating 1L Debt Holders”), so long as (A) any Prepetition First Lien Indebtedness held by parties not participating in the Ad Hoc Cross-Holder Group’s bid are paid in full in cash in accordance with the Minimum Bid Amount and the documentation governing the secured debt (including any other amounts required to be paid thereunder) and (B) any claims against the Debtors arising from such Prepetition First Lien Indebtedness held by the Participating 1L Debt Holders are released by such holders at the closing of the Sale; *provided* that any mechanics necessary to ensure that the claims of the non-Participating 1L Debt Holders of the Ad Hoc Cross-Holder Group are paid in full in cash upon the Closing need to be reasonably satisfactory to the Prepetition First Lien Agents (as defined in the Cash Collateral Order) and the Required Holders.
- (e) **Credit Bid.** Persons or entities holding a perfected security interest in the Assets may, pursuant to section 363(k) of the Bankruptcy Code, seek to submit a credit bid on such Assets, to the extent permitted by applicable law, any Bankruptcy Court orders and the documentation governing the Debtors’ secured debt (including any amounts required to be paid pursuant to any intercreditor agreements); *provided, however*, no creditor may credit bid any amounts on account of a make-whole, prepayment premium, or similar claims unless such claims have been allowed by order of the Court.
- (f) The Stalking Horse Bid includes the Stalking Horse Credit Bid and is a Qualified Bid; *provided, however*, notwithstanding anything to contrary herein, the Stalking Horse Bid may not be increased through a credit bid of any amount on account of a make-whole, prepayment premium, or similar claims unless such claims have been allowed by order of the Court.

Solely to the extent that the RSA and/or the Stalking Horse Agreement remains in full force and effect, unless otherwise consented to by the Required Consenting Global First Lien Creditors, any other Acceptable Bidder (including any of the

⁸ Upon reasonable request, the Debtors will provide an estimate of such: (1) outstanding fees and expenses due to the Prepetition First Lien Secured Parties under the Cash Collateral Order, including, for the avoidance of doubt, outstanding accrued and unpaid First Lien Adequate Protection Payments (without duplication of the Expense Reimbursement Amount), if any, and (2) Non-U.S. Sale Transaction Taxes.

Prepetition Second Lien Notes Secured Parties (as defined in the Cash Collateral Order) or their respective designees) whose Bid contemplates a credit bid for any or all of the Debtors' Assets shall (i) deliver to PJT Partners LP at the time of the submission of its Indication of Interest written evidence of its financial wherewithal (as of the date of such commitment) to fund the Bidder Cash Purchase Price upon the closing of the Sale; and (ii) provide in its Bid for the payment in cash in at least the dollar amount equivalent of the sum of (1) the Minimum Bid Amount, *plus* (2) the Pre-Closing Professional Fee Reserve Amounts, *plus* (3) all outstanding fees and expenses due to the Prepetition First Lien Secured Parties under the Cash Collateral Order, including, for the avoidance of doubt, outstanding accrued and unpaid First Lien Adequate Protection Payments (without duplication of the Expense Reimbursement Amount), *plus* (4) the Non-U.S. Sale Transaction Taxes.

For the avoidance of doubt, and without limiting any other Qualified Bid requirements set forth herein, any bid by any of the Prepetition Second Lien Notes Secured Parties or their respective designees, by credit bid or otherwise, shall, solely to the extent that the RSA and/or the Stalking Horse Agreement remains in full force and effect, provide at the closing of the applicable Transaction that (a) the Prepetition First Lien Indebtedness (including any amounts required to be paid pursuant to any intercreditor agreements), the Expense Reimbursement Amount, and all outstanding fees and expenses due under the Cash Collateral Order are indefeasibly paid in cash to the Prepetition First Lien Secured Parties, and (b) the Wind-Down Amount and Pre-Closing Professional Fee Reserve Amounts are indefeasibly paid in full in cash or from cash retained by the Debtors. For the further avoidance of doubt, nothing in this paragraph or in these Bidding Procedures shall impact any rights of the Prepetition First Lien Secured Parties under the Prepetition Documents (as defined in the Cash Collateral Order).

- (g) **Good Faith Deposit.** Each Bid must provide a deposit of ten percent (a "Good Faith Deposit") of the cash portion of the Acceptable Bidder's proposed Bid Value. The Debtors reserve their rights, in their sole discretion, to waive the requirement to provide a Good Faith Deposit with respect to any Bid by the Ad Hoc Cross-Holder Group; *provided* that such determination will be made prior to the deadline to object to the Bidding Procedures Motion. Good Faith Deposits shall be deposited prior to the Bid Deadline with an escrow agent selected by the Debtors (the "Escrow Agent"), pursuant to an escrow agreement to be provided by the Debtors to the Acceptable Bidders, and Qualified Bidders shall provide information reasonably requested by the Escrow Agent to establish the deposit, including "know your customer" information. The Debtors will consult with the Consultation Parties in drafting the escrow agreement. All Good Faith Deposits of Acceptable Bidders shall be released in accordance with the provisions of these Bidding Procedures.

To the extent that an Acceptable Bidder increases its Bid at or prior to the Auction and such Acceptable Bidder is deemed a Successful Bidder or a Back-Up Bidder (as defined below), the bidder must pay an additional amount into escrow, on or

before August 22, 2023, such that the final Good Faith Deposit for the Bid equals ten percent of the Bidder Cash Purchase Price.

- (h) **Proposed Purchase and Sale Agreement.** Each Bid must constitute an irrevocable offer and be in the form of a purchase and sale agreement reflecting the terms and conditions of the Bid (a “Proposed PSA”), which Proposed PSA must be marked to reflect the amendments and modifications made to the proposed form of the Stalking Horse Agreement, which amendments and modifications may not be materially more burdensome than the Stalking Horse Agreement or otherwise inconsistent with these Bidding Procedures. The Debtors, in their reasonable business judgement, in consultation with the Consultation Parties, will determine whether any such amendments and modifications are materially more burdensome. Significant alterations to the Stalking Horse Agreement are discouraged and may negatively impact a Bid.

Specifically, a Proposed PSA shall (i) specify the Bidder Cash Purchase Price in U.S. dollars; (ii) include all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be prepared by the Debtors); (iii) identify the proposed Assets to be included, including any Proposed Assumed Contracts; and (iv) be executed by the Acceptable Bidder. Each Proposed PSA must provide a commitment to close on or before the date that is three business days after all closing conditions are met.

- (i) **Employee and Labor Terms.** Each Bid must include a statement of proposed terms for employees, including with respect to any affected collective bargaining agreements of the Debtors, whether the Acceptable Bidder intends to hire all employees who are primarily employed in connection with the Assets included in such Bid, and whether the Acceptable Bidder intends to assume any employee-related contracts, programs, or obligations.
- (j) **Financial and Adequate Assurance Information.** Each Bid must include written evidence from which the Debtors may reasonably conclude that the Acceptable Bidder has the necessary financial, regulatory, and other ability to close the Transaction and provide adequate assurance of future performance under all contracts to be assumed and assigned in such transaction (such information, “Adequate Assurance Information”). Such information may include, inter alia, the following:
- (i) a statement that the Acceptable Bidder is financially capable of consummating the Transaction contemplated by the Proposed PSA;
 - (ii) written evidence of the Acceptable Bidder’s internal resources and, if applicable, proof of any debt funding commitments from a recognized banking institution or equity commitments in an aggregate amount equal to the cash portion of such Bid or the posting of an irrevocable letter of credit from a recognized banking institution issued in favor of the Debtors

in the amount of the Bidder Cash Purchase Price of such Bid, in each case, as are needed to close the Transaction;

- (iii) the Acceptable Bidder's most current audited (if any) and latest unaudited financial statements or, if the Acceptable Bidder is an entity formed for the purpose of making a Bid, the current audited (if any) and latest unaudited financial statements of the equity holder(s) of the Acceptable Bidder or such other form of financial disclosure, and a guaranty from such equity holder(s);
 - (iv) a description of the Acceptable Bidder's *pro forma* capital structure;
 - (v) (1) the Acceptable Bidder's financial and regulatory wherewithal and willingness to perform under Proposed Assumed Contracts and any other Contracts and Leases that may later be designated by the Acceptable Bidder (if named a Successful Bidder) for assumption and assignment in connection with the Transaction; and (2) the identity of any known proposed assignee of applicable Contracts or Leases (if different from the Acceptable Bidder) with contact information for such person or entity; and
 - (vi) any such other form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors, in consultation with the Consultation Parties, demonstrating that such Acceptable Bidder has the ability to close the Transaction (such as, for example, (1) a corporate organizational chart or similar disclosure identifying ownership and control of any proposed assignee of applicable Contracts and Leases; or (2) financial statements, tax returns, and annual reports of the Acceptable Bidder or any proposed assignee of the Contracts and Leases; or (3) recent credit rating agency reports).
- (k) **Opioid Trust(s).** Each Bid must: (i) disclose whether it provides for the establishment of an Opioid Trust; (ii) if applicable, confirm whether the proposed Opioid Trust incorporates the then-current agreement with respect to the Opioid Trust between the public and tribal opioid claimants, on the one hand, and the Stalking Horse Bidder, on the other hand, and as between the OCC, on the one hand, and the Stalking Horse Bidder, on the other hand, as of the time the Bid is submitted; and (iii) if applicable, provide the terms of the proposed Opioid Trust.
- (l) **GUC Trust(s).** Each Bid must: (i) disclose whether it provides for the establishment of a GUC Trust; (ii) if applicable, confirm whether the proposed GUC Trust incorporates the then-current agreement with respect to the GUC Trust between the UCC on the one hand, and the Stalking Horse Bidder on the other hand, as of the time the Bid is submitted; and (iii) if applicable, provide the terms of the proposed GUC Trust.
- (m) **Other Agreements.** Each Bid must: (i) disclose whether it provides for the implementation of any Other Agreements; (ii) if applicable, confirm, for each

proposed Other Agreement, whether such Other Agreement incorporates the then-current agreements with respect to the applicable Other Agreement between the various unsecured and secured claimants, on the one hand, and the Stalking Horse Bidder on the other hand, as of the time the Bid is submitted; and (iii) if applicable, provide the terms of each proposed Other Agreement.

- (n) **Representations and Warranties.** Each Bid must include the following representations and warranties:
- (i) a statement that the Acceptable Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors' business and the Assets prior to submitting its Bid;
 - (ii) a statement that the Acceptable Bidder has relied solely upon its own independent review, investigation, and inspection of any relevant documents and the Assets in making its Bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Acceptable Bidder's Proposed PSA ultimately accepted and executed by the Debtors; and
 - (iii) a statement that the Acceptable Bidder has not engaged in any collusion with respect to the submission of its Bid.
- (o) **Regulatory and Third-Party Approvals.** Each Bid must include a statement or evidence (i) that the Acceptable Bidder has made or will make in a timely manner all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if applicable, and pay the fees associated with such filings; and (ii) identifying all required governmental and regulatory approvals and an explanation or evidence of the Acceptable Bidder's plan and ability to obtain all governmental and regulatory approvals and the proposed timing for the Acceptable Bidder to undertake the actions required to obtain such approvals. Each Acceptable Bidder must further agree that its legal counsel will coordinate in good faith with the Debtors' legal counsel to provide pertinent factual information regarding the Acceptable Bidder's operations reasonably required to analyze issues arising with respect to any applicable regulatory requirements and to discuss and explain the Acceptable Bidder's regulatory analysis, strategy, and timeline for securing all applicable approvals as soon as reasonably practicable.
- (p) **Authorization.** Each Bid must include written evidence reasonably acceptable to the Debtors, in consultation with the Consultation Parties, demonstrating appropriate corporate authorization and approval from the Acceptable Bidder's board of directors with respect to the submission, execution, and delivery of a Bid, participation in the Auction, and consummation of the transaction

contemplated by the Proposed PSA in accordance with the terms of the Bid and these Bidding Procedures.

- (i) Any Bid submitted by holders of Ad Hoc Cross-Holder Group (or by a collateral trustee at the direction of such holders) where a portion of the purchase price is in the form of a credit bid of such Second Lien Notes must only include written evidence reasonably acceptable to the Debtors demonstrating the aggregate principal amount of debt held by such holders under each Second Lien Notes indenture and must include written evidence reasonably acceptable to the Debtors demonstrating that the proposed credit bid complies with the documentation governing the Debtors' secured debt; *provided* that, for the avoidance of doubt, the Prepetition First Lien Secured Parties are not bound by the Debtors' determination and reserve all rights with respect to compliance with the documentation governing the Debtors' secured debt.
- (q) **Back-Up Bidder.** Each Bid must expressly state that the Acceptable Bidder agrees to serve as a back-up bidder (each, a "Back-Up Bidder" and jointly, to the extent applicable, the "Back-Up Bidder(s)") if such Acceptable Bidder is selected as a Back-Up Bidder with respect to the applicable Assets and liabilities.
- (r) **Irrevocable.** Each Bid must state that it is irrevocable until the conclusion of the Auction to the extent such Acceptable Bidder is not a Successful Bidder or a Back-Up Bidder. Further, each Bid must state that, in the event the relevant Acceptable Bidder is chosen as a Successful Bidder or a Back-Up Bidder, it shall remain irrevocable until the earlier of (i) the date on which the Sale with the Successful Bidder(s) closes and (ii) the date that is 91 calendar days after the Sale Hearing (such date, the "Back-Up Bid Outside Date").
- (s) **No Bid Protections.** A Qualified Bid must not entitle the Qualified Bidder to any break-up fee, termination fee, expense reimbursement (except with respect to the Stalking Horse Bidder), or similar type of payment or reimbursement and, by submitting a Bid, the Acceptable Bidder waives the right to pursue a substantial contribution claim under section 503(b) of the Bankruptcy Code related in any way to the submission of its Bid or participation in any auction, unless it is chosen as the Successful Bidder and its Bid is actually consummated. Each Acceptable Bidder presenting a Bid will bear its own costs and expenses (including legal fees) in connection with any proposed sale.
- (t) **Contingencies.** Each Bid must not be conditioned on the obtaining or the sufficiency of financing, any internal approval, or on the outcome or review of due diligence. The Acceptable Bidders are expected to have completed all of their due diligence by the Bid Deadline, including all business, legal, accounting, and other confirmatory diligence. The extent and nature of any remaining due diligence should be set forth in a specific list attached to each Bid.

- (u) **Time Frame for Closing.** Each Bid must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as a Successful Bid, within a time frame acceptable to the Debtors. Each Bid shall state the expected date of closing of the Transaction.
- (v) **Compliance with Bankruptcy Code and Non-Bankruptcy Law; Adherence to Bidding Procedures.** By submitting a Bid, an Acceptable Bidder is agreeing to: (i) comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law; and (ii) abide by and honor the terms of these Bidding Procedures and the Bidding Procedures Order.

For the avoidance of doubt, the Stalking Horse Bid is deemed to be a Qualified Bid that complies with or is exempted from the foregoing requirements.

C. Bid Deadline

Any Prospective Bidder must submit a Qualified Bid in writing to the Bid Notice Parties by the Bid Deadline, which shall be **4:00 p.m. (prevailing Eastern Time) on August 8, 2023**. The Debtors may extend the Bid Deadline for any reason whatsoever, in their reasonable business judgment, after consultation with the Consultation Parties and subject to the terms of the RSA and the Stalking Horse Agreement, for all or certain bidders; *provided* that, to the extent the RSA and the Stalking Horse Agreement remain in full force and effect, the Debtors shall not, without the consent of the Required Consenting Global First Lien Creditors or the Stalking Horse Bidder, as applicable, extend the Bid Deadline beyond the applicable milestone or outside date under the RSA or the Stalking Horse Agreement. The Debtors will provide copies of all Bids and any related documents to the Consultation Parties, subject to the terms of the Protective Order, as applicable, within one (1) business day of receipt (or as promptly as reasonably practicable thereafter).

III. Bid Review Process

The Debtors will evaluate Bids submitted by the Bid Deadline, in consultation with the Consultation Parties and the Multi-State Endo Executive Committee and, may, based upon their evaluation of the content of each Bid, engage in negotiations with Acceptable Bidders who submitted Bids, as the Debtors deem appropriate, in their reasonable business judgment, in consultation with the Consultation Parties, and in a manner consistent with their fiduciary duties and applicable law. In evaluating the Bids, the Debtors may take into consideration the following non-binding factors:

- (a) the amount of the cash purchase price set forth in the Bid;
- (b) the Bid Value;
- (c) the contracts included in or excluded from the Bid, including any Proposed Assumed Contracts;
- (d) the value to be provided to the Debtors under the Bid, including the net economic effect upon the Debtors' estates;

- (e) any benefit to the Debtors' bankruptcy estates from any assumption of liabilities or waiver of liabilities;
- (f) whether the Bid provides for indemnities for collateral trustees to the extent requested by such trustees in connection with the execution of any required enforcement of security to the extent such indemnity is requested by the First Lien Collateral Trustee;
- (g) the transaction structure and execution risk, including conditions to, timing of, and certainty of closing (including the closing of multiple Parts Bids within a reasonable time of one another); termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals;
- (h) the impact on employees and employee claims against the Debtors;
- (i) the impact on trade creditors;
- (j) in the case of a Bid for less than substantially all of the Debtors' Assets, whether the Bid contemplates the provision of any services to other Qualified Bidders that may be required to facilitate the Sale of all or substantially all of the Debtors' Assets;
- (k) whether the Bid provides for the establishment of a public Opioid Trust, a private claimant Opioid Trust, and a tribal Opioid Trust, and, if applicable, the proposed Opioid Trust's terms;
- (l) whether the Bid provides for the establishment of a GUC Trust, and, if applicable, the proposed GUC Trust's terms;
- (m) whether the Bid provides for any Other Agreements and, if applicable, each proposed Other Agreement's terms; and
- (n) any other factors the Debtors may reasonably deem relevant.

The Debtors, in consultation with the Consultation Parties, will make a determination regarding which Bids qualify as a Qualified Bids, and will notify Acceptable Bidders whether they have been selected as Qualified Bidders before or on **August 10, 2023, at 5:00 p.m. (prevailing Eastern Time)**.

For the avoidance of doubt, and solely to the extent that the RSA and/or the Stalking Horse Agreement remains in full force and effect, unless otherwise consented to by the Required Consenting Global First Lien Creditors in their sole discretion, a Bid (or sum of Bids) shall not qualify as a Qualified Bid unless such Bid(s) (a) provides for a Bidder Cash Purchase Price that is equal to or exceeds the Minimum Bid Amount and (b) contemplates the indefeasible payment to the Prepetition First Lien Secured Parties at the closing of the applicable Transaction in cash and in at least the dollar amount equivalent of the sum of (i) the Prepetition First Lien Indebtedness, *plus* (ii) all outstanding fees and expenses due to the Prepetition First Lien Secured

Parties under the Cash Collateral Order, including, for the avoidance of doubt, outstanding accrued and unpaid First Lien Adequate Protection Payments (without duplication of the Expense Reimbursement Amount), to be paid from the Bidder Cash Purchase Price and/or cash on the Debtors' balance sheet that is not subject to such Bid. For the further avoidance of doubt, for a bid that includes a credit bid of the Second Lien Notes to be a Qualified Bid, such bid must comply with the terms of the documentation governing the secured debt.

The Debtors reserve the right to, in advance of the Auction, and in consultation with the Consultation Parties, work with: (a) any Prospective Bidder to cure any deficiencies in the Prospective Bidder's Preliminary Bid Documents, (b) any Prospective Bidder to cure any deficiencies in the Prospective Bidder's Indication of Interest causing such Prospective Bidder to not initially be deemed an Acceptable Bidder (including, but not limited to, the potential partnering of a Prospective Bidder with another Prospective Bidder or the Stalking Horse Bidder), and (c) any Acceptable Bidder to cure any deficiencies in the Acceptable Bidder's Bid causing such Bid to not initially be deemed a Qualified Bid. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the cash purchase price or otherwise improve the terms of the Qualified Bid. If the Debtors, in consultation with the Consultation Parties, determine that there is more than one Qualified Bid, then the Debtors are authorized to conduct an Auction.

If the Debtors conduct an Auction, in consultation with the Consultation Parties, the Debtors shall make a determination regarding the following:

- (a) the highest or best Qualified Bid(s) (the "Baseline Bid") to serve as the starting point at the Auction; and
- (b) which bids have been determined to be Qualified Bids.

The Debtors will favorably consider Bids that (a) incorporate the then-current agreement with respect to the Opioid Trust between the public and tribal opioid claimants, on the one hand, and the Stalking Horse Bidder, on the other hand, and as between the OCC, on the one hand, and the Stalking Horse Bidder, on the other hand, as of the time of the Auction; (b) incorporate the then-current agreement with respect to the GUC Trust between the UCC and the Stalking Horse Bidder as of the time of the Auction; and (c) incorporate the terms of the then-current agreements with respect to all Other Agreements established between the various unsecured and secured claimants, on the one hand, and the Stalking Horse Bidder on the other hand, as of the time of the Auction.

The Debtors, in consultation with the Consultation Parties, will make a decision regarding the designation of the Baseline Bid and, at least 24 hours before the start of the Auction, confirm the identity of the designated Baseline Bid and provide copies of such Baseline Bid to the Consultation Parties, the Multi-State Endo Executive Committee and Qualified Bidders.

THE AUCTION

If the Debtors make a Sale Acceleration Election in compliance with the terms hereof, the Debtors will not conduct an Auction for the Stalking Horse Bid. In addition, if the

Debtors do not make a Sale Acceleration Election but no Qualified Bid other than the Stalking Horse Bid is received by the Bid Deadline, the Debtors will not conduct an Auction for the Stalking Horse Bid, and shall file with the Court, serve on the Core Notice Parties, and cause to be published on the Case Website a notice: (a) indicating that the Auction for the Stalking Horse Bid has been cancelled; (b) naming the Stalking Horse Bidder as the sole Successful Bidder; and (c) setting forth the date and time of the Sale Hearing.

Except as provided in the Stalking Horse Agreement, nothing herein shall obligate the Debtors to consummate or pursue any transaction with a Qualified Bidder.

If the Debtors conduct an Auction, the Auction will be conducted at the offices of Skadden, Arps, Slate Meagher & Flom LLP, One Manhattan West, New York, New York 10001 on **August 15, 2023, at 10:00 a.m. (prevailing Eastern Time)**, or at such other time and location (including via remote video) as designated by the Debtors, in consultation with the Consultation Parties and providing notice to the Core Notice Parties; *provided* that, to the extent the RSA and the Stalking Horse Agreement remain in full force and effect, the Debtors shall not, without the consent of the Required Consenting Global First Lien Creditors or the Stalking Horse Bidder, as applicable, schedule the Auction for a date that is beyond the outside date or the milestone date for the Auction set forth in the RSA or the Stalking Horse Agreement. The proceedings of the Auction will be transcribed, video recorded, or both transcribed and video recorded. Notwithstanding anything herein to the contrary, the Debtors, after consultation with the Consultation Parties, may at any time choose to adjourn the Auction by announcement at the Auction. The Debtors shall promptly file notice of such adjournment with the Court.

I. Auction Procedures

The Auction shall be governed by the following procedures, subject to the Debtors' right to modify such procedures in their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, in consultation with the Consultation Parties, including, for example and without limitation, other procedures necessary for the Debtors to consider any bids to purchase fewer than all of the Assets:

- (a) **Participation.** Only (i) Qualified Bidders, (ii) Consultation Parties, and (iii) Prepetition First Lien Agents, in each case, along with their respective representatives and advisors, are eligible to attend the Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Bidding Procedures. Only Qualified Bidders will be entitled to make bids at the Auction. The Debtors may, in their reasonable business judgment, establish a reasonable limit on the number of representatives and professional advisors that may appear on behalf of or accompany each Qualified Bidder and other parties in interest at the Auction.
- (b) **In-Person Bidding.** Unless the Debtors, in consultation with the Consultation Parties, determine to conduct the Auction via remote video in accordance with these Bidding Procedures, Qualified Bidders participating in the Auction must appear in person at the Auction, or through a duly authorized representative. All persons appearing in person at the Auction shall be in compliance with all health

policies generally applicable to visitors at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, which, as of the date hereof, requires visitors to be fully vaccinated against COVID-19. The Auction will be conducted openly, and all Qualified Bidders shall have the right to submit additional bids and make modifications to their Proposed PSA at the Auction to improve their bids. The Debtors may, in their reasonable business judgment, negotiate with any and all Qualified Bidders participating in the Auction.

- (c) **No Collusion.** Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the submission of any bid or the Auction; *provided* that Qualified Bidders participating in the Auction that are bidding on separate Assets may, with the Debtors' prior written consent, work together to submit a joint Bid, and (ii) its Qualified Bid represents a binding, good faith, and bona fide offer to purchase the Assets if selected as a Successful Bidder.
- (d) **Bidding Increments.** Bidding shall commence at the amount of the Baseline Bid(s). Qualified Bidders may submit successive bids higher than the previous bid, based on and increased from the Baseline Bid(s). The Debtors shall, in consultation with the Consultation Parties, announce at the outset of the Auction the minimum required increments for successive Qualified Bids (the "Minimum Overbids"). The Debtors may, in their reasonable business judgment and in consultation with the Consultation Parties, announce increases or reductions to Minimum Overbids at any time during the Auction. After the first round of bidding and between each subsequent round of bidding, the Debtors shall announce the Bid that they believe to be the highest or best offer (each such bid, a "Leading Bid"). Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the Leading Bid.
- (e) **Highest or Best Offer.** The Debtors shall have the right to determine, in their reasonable business judgment, in consultation with the Consultation Parties, which bid (or combination of bids) is the highest or best bid and reject, at any time, any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules"), these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates; *provided, however*, that, solely to the extent that the RSA and/or the Stalking Horse Agreement remains in full force and effect, a Bid (or sum of Bids) shall not qualify as the highest or best Bid(s) unless (i) the Bid Value provides for a Bidder Cash Purchase Price that is equal to or exceeds the Minimum Bid Amount and (ii) the Bid contemplates the indefeasible payment to the Prepetition First Lien Secured Parties at the closing of the applicable Sale in cash and in at least the dollar amount equivalent of the sum of (1) the Prepetition First Lien Indebtedness, *plus* (2) all outstanding fees and expenses due to the Prepetition First Lien Secured Parties under the Cash Collateral Order, including, for the avoidance of

doubt, outstanding accrued and unpaid First Lien Adequate Protection Payments (without duplication of the Expense Reimbursement Amount), to be paid from the Bidder Cash Purchase Price and/or cash on the Debtors' balance sheet that is not subject to such Bid. For the further avoidance of doubt, for a bid that includes a credit bid of the Second Lien Notes to be a Qualified Bid, such bid must comply with the terms of the documentation governing the secured debt.

II. Auction Results

A. Successful Bid

In consultation with the Consultation Parties and the Multi-State Endo Executive Committee, and subject to approval by the Court the Debtors shall (a) determine, consistent with these Bidding Procedures, which Qualified Bid or combination of Qualified Bids constitutes the highest or otherwise best offer for the purchase of the Assets (each such bid, a "Successful Bid" and jointly, to the extent applicable, the "Successful Bid(s)"); and (b) notify all Qualified Bidders at the Auction of the identity of the bidder or bidders who submitted the Successful Bid (each such bidder, a "Successful Bidder" and jointly, to the extent applicable, the "Successful Bidder(s)"), the amount of the purchase price, and other material terms of the Successful Bid(s). In selecting the Successful Bid(s), the Debtors, in consultation with the Consultation Parties and the Multi-State Endo Executive Committee, may consider all factors, including the amount of the purchase price, the form and total amount of consideration being offered, the likelihood of each Qualified Bidder's ability to close a transaction and the timing thereof, the form and substance of the Proposed PSA requested by each Qualified Bidder, and the net benefit to the Debtors' estates. In addition, to the extent any Prospective Bidder submits a Bid that includes the establishment of one or more trusts for the benefit of opioid claimants on substantially similar terms to those which have at that time been agreed to by the Stalking Horse Bidder, the Debtors shall take the provision of such trust into consideration in determining whether such Bid is the Successful Bid. For the avoidance of doubt, the Debtors will consider in selecting the Successful Bid, whether Bids (a) incorporate the then-current agreement with respect to the Opioid Trust between the public and tribal opioid claimants, on the one hand, and the Stalking Horse Bidder, on the other hand, and as between the OCC, on the one hand, and the Stalking Horse Bidder, on the other hand, as of the time of the Auction; (b) incorporate the then-current agreement with respect to the GUC Trust between the UCC, on the one hand, and the Stalking Horse Bidder on the other hand, as of the time of the Auction; and (c) incorporate the terms of the then-current agreements with respect to all Other Agreements established between the various unsecured and secured claimants, on the one hand, and the Stalking Horse Bidder, on the other hand, as of the time of the Auction. For the further avoidance of doubt, and solely to the extent that the RSA and/or the Stalking Horse Agreement remains in full force and effect, the Debtors shall not be allowed to determine that a Bid (or sum of Bids) qualifies as the Successful Bid unless (i) the Bid Value provides for a Bidder Cash Purchase Price that is equal to or exceeds the Minimum Bid Amount and (ii) the Bid contemplates the indefeasible payment to the Prepetition First Lien Secured Parties at the closing of the applicable Sale in cash and in at least the dollar amount equivalent of the sum of (1) the Prepetition First Lien Indebtedness, *plus* (2) all outstanding fees and expenses due to the Prepetition First Lien Secured Parties under the Cash Collateral Order, including, for the avoidance of doubt, outstanding accrued and unpaid First Lien Adequate Protection Payments (without duplication of the Expense Reimbursement Amount), to be paid

from the Bidder Cash Purchase Price and/or cash on the Debtors' balance sheet that is not subject to such Bid. For the further avoidance of doubt, for a bid that includes a credit bid of the Second Lien Notes to be a Qualified Bid, such bid must comply with the terms of the documentation governing the secured debt.

Notwithstanding the foregoing or any other provision of these Bidding Procedures, (a) in the event that the liens held by the Prepetition First Lien Secured Parties or holders of the Second Lien Notes (each as defined in the Cash Collateral Order) are successfully challenged resulting in any unencumbered value at the Newcos (as defined in the Bidding Procedures Order), the Successful Bidders shall pay cash to the Holdcos (as defined in the Bidding Procedures Order) on account of the Unencumbered Value and (b) in the event that a topping bid to the Stalking Horse Bid is selected as the Successful Bid, the Successful Bidder shall be authorized and directed to pay cash to the Holdcos on account of any value attributable to the Newcos in excess of the value of the Prepetition Liens.

B. Back-Up Bids

In consultation with the Consultation Parties, and subject to approval by the Court, the Debtors shall (a) determine, consistent with these Bidding Procedures, which Qualified Bid or combination of Qualified Bids constitute the next highest or next best offer after the Successful Bid(s) (each such bid, a "Back-Up Bid" and jointly, to the extent applicable, the "Back-Up Bid(s)"); and (b) notify all Qualified Bidders at the Auction of the identities of the Back-Up Bidder(s), the amount of the purchase price, and other material terms of the Back-Up Bid(s). The Back-Up Bid(s) shall remain open and irrevocable until the Back-Up Bid Outside Date. If the Sale with a Successful Bidder is terminated prior to the Back-Up Bid Outside Date, the Back-Up Bidder(s) shall be deemed the new Successful Bidder(s) and shall be obligated to consummate each Back-Up Bid as if it were a Successful Bid at the Auction.

C. Notice of Auction Results

If the Debtors hold the Auction, the Debtors will, as soon as reasonably practicable after selecting the Successful Bid(s), file (but not serve) and publish on the Case Website a notice of the results of the Auction (such notice, the "Notice of Auction Results").

The Notice of Auction Results shall (a) identify the Successful Bidder(s) and Back-Up Bidder(s); (b) include a schedule of the Assets to be transferred pursuant to the Successful Bid(s) and the Back-Up Bid(s); (c) list all Proposed Assumed Contracts in the Successful Bid(s) and Back-Up Bid(s); (d) identify any known proposed assignee(s) of Proposed Assumed Contracts; (e) list any known Contracts and Leases that may later be designated by the Successful Bidder(s) for assumption and assignment in connection with the Sale; (f) identify the terms of the establishment of any Opioid Trusts, any GUC Trusts, and any Other Agreements; and (g) set forth the deadline and procedures for filing objections in response to the Notice of Auction Results (such objections, the "Auction Results Objections").

The Successful Bidder(s) shall, on or before the date that is one calendar day after the filing of the Notice of Auction Results, submit to the Debtors fully executed revised documentation memorializing the terms of the Successful Bid(s). The Successful Bid(s) may not

be assigned to any party without the consent of the Debtors, in consultation with the Consultation Parties.

DISPOSITION OF GOOD FAITH DEPOSITS

I. Acceptable Bidders

On or before the date that is four business days after the Bid Deadline, the Escrow Agent shall return to each Acceptable Bidder that was determined not to be a Qualified Bidder, as confirmed by the Debtors, such Acceptable Bidder's Good Faith Deposit, *plus* any interest accrued thereon. Upon the authorized return of such Acceptable Bidder's Good Faith Deposit, the Bid of such Acceptable Bidder shall be deemed revoked and no longer enforceable. For the avoidance of doubt, the Stalking Horse Bidder shall not be required to post a Good Faith Deposit.

II. Qualified Bidders

- (a) **Forfeiture of Good Faith Deposit.** The Good Faith Deposit of a Qualified Bidder will be forfeited to the Debtors if (i) the applicable Qualified Bidder attempts to modify, amend, or withdraw its Qualified Bid, except as permitted by these Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under these Bidding Procedures; or (ii) the Qualified Bidder is selected as a Successful Bidder and fails to enter into the required definitive documentation or to consummate a Sale in accordance with these Bidding Procedures and the terms of the transaction documents with respect to the applicable Successful Bid. The Escrow Agent shall release the Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors on or before the date that is two business days after the receipt by the Escrow Agent of a written notice by an authorized officer of the Debtors stating that the Qualified Bidder has breached or failed to satisfy its obligations or undertakings.
- (b) **Return of Good Faith Deposit.** With the exception of the Good Faith Deposits of the Successful Bidder(s) and the Back-Up Bidder(s), the Escrow Agent shall return to any other Qualified Bidder any Good Faith Deposit, *plus* any interest accrued thereon, on or before the date that is ten business days after the filing of the Notice of Auction Results.
- (c) **Back-Up Bidder(s).** In connection with the Debtors' designation of any Qualified Bidder as the Back-Up Bidder, such Qualified Bidder (other than the Stalking Horse Bidder) shall deposit into escrow the incremental Good Faith Deposit amount required under these Bidding Procedures. The Escrow Agent shall return any Back-Up Bidder's Good Faith Deposit, *plus* any interest accrued thereon, on or before the date that is ten business days after the occurrence of the Back-Up Bid Outside Date.
- (d) **Successful Bidder(s).** Before the Debtors designate any Qualified Bidder as the Successful Bidder, such Qualified Bidder (other than the Stalking Horse Bidder)

shall deposit into escrow the incremental Good Faith Deposit amount required under these Bidding Procedures. The Good Faith Deposit of the Successful Bidder(s) shall be applied against the cash portion of the purchase price of the Successful Bid(s) upon the consummation of the Sale.

III. Escrow Instructions

The Debtors and, as applicable, the Acceptable Bidder, Qualified Bidder, and Back-Up Bidder(s) agree to execute an appropriate joint notice to the Escrow Agent providing instructions for the return of any Good Faith Deposit, to the extent such return is required by these Bidding Procedures. If either party fails to execute such written notice, the Good Faith Deposit may only be released by an order of the Court.

SALE HEARING

At a hearing before the Court (the “Sale Hearing”), which may be accelerated if the Debtors make a Sale Acceleration Election in accordance with these Bidding Procedures (such accelerated hearing, the “Accelerated Sale Hearing”) the Debtors will seek the entry of orders authorizing and approving, among other things, the following Sale (each, a “Sale Order”), to the extent applicable:

- (a) if a Sale Acceleration Event occurs and the Debtors make a Sale Acceleration Election in compliance with the terms hereof, a sale of the Transferred Assets to the Stalking Horse Bidder pursuant to the terms and conditions set forth in the Stalking Horse Agreement;
- (b) if no other Qualified Bid is received by the Debtors, a sale of the Transferred Assets to the Stalking Horse Bidder pursuant to the terms and conditions set forth in the Stalking Horse Agreement; and
- (c) if the Debtors conduct the Auction, a sale of applicable Assets to the Successful Bidder(s) at the Auction (which bidder could be or include the Stalking Horse Bidder).

The Debtors may, in their reasonable business judgment, in consultation with the Consultation Parties and the Successful Bidder(s), and subject to the Court’s consent, adjourn or reschedule any Sale Hearing or Accelerated Sale Hearing, as applicable, with sufficient notice to the Core Notice Parties, including by (a) an announcement of such adjournment at the applicable Sale Hearing, the applicable Accelerated Sale Hearing, or at the Auction, if applicable, or (b) the filing of a notice of adjournment with the Court prior to the commencement of the Sale Hearing or Accelerated Sale Hearing, as applicable; *provided* that nothing herein shall authorize the Debtors to unilaterally extend any date or deadline set forth in the Stalking Horse Agreement or the RSA; *provided, further*, that, to the extent the RSA remains in full force and effect, the Sale Hearing shall not be rescheduled for a date that is beyond the outside date or the milestone date for the Sale Hearing set forth in the RSA.

Any objections to the Sale (a “Sale Objection”) or to the proposed cure amount (the “Cure Costs”) in connection with the proposed assumption or assumption and assignment of any

Contract or Lease (a “Cure Objection”) must (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state, with specificity, the legal and factual bases thereof; (d) if a Cure Objection that pertains to the proposed Cure Costs, state the cure amount alleged to be owed to the objecting Counterparty, together with the appropriate documentation including the cure amount the Counterparty believes is required to cure defaults under the relevant Contract or Lease; (e) include any appropriate documentation in support thereof; and (f) be filed with the Court and served on the Objection Recipients by the applicable deadline.

If a Successful Bidder at the Auction is not the Stalking Horse Bidder, Limited Objections must be filed with the Court and served on the Objection Recipients so as to be received by **12:00 p.m. (prevailing Eastern Time) on August 22, 2023.**

All Sale Objections not otherwise resolved by the parties shall be heard at the Sale Hearing or Accelerated Sale Hearing, as applicable. Any party who fails to file with the Court and serve on the Objection Recipients a Sale Objection by the applicable Sale Objection Deadline may be forever barred from asserting, at the Sale Hearing or Accelerated Sale Hearing, as applicable, or thereafter, any objection to the relief requested in the Sale Motion, or to the consummation and performance of the Sale contemplated by the Stalking Horse Agreement, or purchase and sale agreement with a Successful Bidder, including the transfer of the applicable sold Assets to the Stalking Horse Bidder, or the Successful Bidder(s) (including any Back-Up Bidder subsequently deemed a Successful Bidder), free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code. Notwithstanding the foregoing, in accordance with the terms of these Bidding Procedures Order, the Debtors may, in their discretion, and in consultation with the Stalking Horse Bidder or any Successful Bidder (as applicable), adjourn Cure Objections to be considered at a later hearing and assign Proposed Assumed Contracts while such objections remain outstanding.

CONSENT TO JURISDICTION AND AUTHORITY AS CONDITION TO BIDDING

All Acceptable Bidders (which, for the avoidance of doubt, shall include the Stalking Horse Bidder) shall be deemed to have (a) consented to the exclusive jurisdiction of the Court to enter any order or orders, which shall be binding in all respects, in any way related to these Bidding Procedures, the Auction, or the implementation, interpretation, or enforcement of any agreement or any other document relating to the Sale; (b) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction, or the implementation, interpretation, or enforcement of any agreement or any other document relating to the Sale; and (c) consented to the entry of a final order or judgment in any way related to these Bidding Procedures, an Auction, or the implementation, interpretation, or enforcement of any agreement or any other document relating to the Sale if it is determined that, absent the consent of the parties, the Court could not enter such final order or judgment consistent with Article III of the United States Constitution.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute be heard by the Court on an expedited basis.

FIDUCIARY OUT

Notwithstanding anything to the contrary in these Bidding Procedures or the Bidding Procedures Order, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or the board of directors or other governing body of a Debtor to take any action or to refrain from taking any action to the extent the board of directors or other governing body of such Debtor determines in good faith after consultation with counsel that continued performance under these Bidding Procedures or the Bidding Procedures Order (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law. For the avoidance of doubt, the Debtors' ability to conduct the Sale process and to consider or advance Alternative Proposals in a manner consistent with the foregoing shall not be impaired by anything in these Bidding Procedures or the Bidding Procedures Order.

Notwithstanding anything to the contrary in these Bidding Procedures, through the acceptance of a Successful Bid, the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (a) consider, respond to, and facilitate Alternative Proposals; (b) subject to the terms and conditions of these Bidding Procedures, provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to any Alternative Proposal; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of each Alternative Proposal; and (e) enter into or continue discussions or negotiations with holders of claims against or equity interests in a Debtor, any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other entity regarding each Alternative Proposal.

RIGHTS UPON TERMINATION OF STALKING HORSE BID

If the RSA or Stalking Horse Agreement is terminated, the Debtors reserve the right to modify or waive any provisions of these Bidding Procedures (other than with respect to consultation rights provided to the Consultation Parties herein) and all rights of any of the Prepetition First Lien Secured Parties under the Bankruptcy Code and the Credit Documents, the First Lien Notes Documents, the First Lien Collateral Trust Agreement, and the Intercreditor Agreements (each term as defined in the Cash Collateral Order) shall be reserved in all respects; *provided* that the foregoing shall not in any way limit or waive any rights the Debtors may have under these Bidding Procedures or otherwise; *provided, further*, that, to the extent the RSA remains in effect, the foregoing shall not in any way limit or waive any rights the Prepetition First Lien Secured Parties may have under the RSA.

RESERVATION OF RIGHTS

Except as otherwise provided in the Stalking Horse Agreement, these Bidding Procedures, or the Bidding Procedures Order, the Debtors further reserve the right, in their reasonable business judgment, and, solely to the extent that the Consultation Parties have consultation rights with respect thereto under these Bidding Procedures, in consultation with the

Consultation Parties, and in a manner consistent with their fiduciary duties and applicable law, and without further order of the Court, to: (a) determine which Bids are Qualified Bids; (b) determine which Qualified Bid(s) make up the Successful Bid(s) and which Qualified Bid(s) make up the Back-Up Bid(s); (c) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of these Bidding Procedures or the requirements of the Bankruptcy Code, or (iii) contrary to the best interests of the Debtors and their estates; (d) waive terms and conditions set forth herein with respect to any or all Prospective Bidders; (e) extend the deadlines set forth herein; (f) announce at the Auction modified or additional procedures for conducting the Auction; (g) provide reasonable accommodations to the Stalking Horse Bidder with respect to such terms, conditions, and deadlines of the bidding and Auction process to promote further bids by such bidder (including extending deadlines as may be required for the Stalking Horse Bidder to comply with any additional filing and review procedures with respect to any regulatory approvals, including antitrust-related approvals); and (h) modify these Bidding Procedures and implement additional rules that the Debtors determine, in their business judgment, will better promote the goals of the bidding process and discharge the Debtors' fiduciary duties and are not inconsistent with any Court order (including, but not limited to, to both (1) permit the Stalking Horse Bidder to modify the Stalking Horse Bid so that the Debtors, in consultation with the Consultation Parties and the Multi-State Endo Executive Committee, may consider such modified Stalking Horse Bid in combination with a Parts Bid (or an Indication of Interest for a Parts Bid), which Parts Bid (or Indication of Interest for a Parts Bid) would not otherwise be a Qualified Bid but for such modification of the Stalking Horse Bid (such Parts Bid, a "Designated Parts Bid"); and (2) determine, in consultation with the Consultation Parties and the Multi-State Endo Executive Committee, and with the consent of the Required Consenting Global First Lien Creditors and the Committees, that such Designated Parts Bid is the Successful Bid for the Assets contemplated by such Designated Parts Bid and the Stalking Horse Bid, as modified, is the Successful Bid for the remaining Assets); *provided* that, to the extent the RSA and the Stalking Horse Agreement remain in full force and effect, the Debtors may not amend or otherwise modify these Bidding Procedures or the bidding process to (i) reduce or otherwise modify their obligations to consult with the Stalking Horse Bidder or Required Consenting Global First Lien Creditors, (ii) reduce or otherwise modify their obligations to obtain consent from the Stalking Horse Bidder or Required Consenting Global First Lien Creditors pursuant to the Stalking Horse Agreement or RSA, as applicable, or (iii) provide for any extensions of deadlines or, except as otherwise provided herein, material modifications of these Bidding Procedures without the prior written consent of the Stalking Horse Bidder or the Required Consenting Global First Lien Creditors, as applicable.

Nothing in these Bidding Procedures shall prejudice the substantive rights of any party, including with respect to the Debtors' evaluation of any bid. **Nothing herein shall obligate the Debtors to consummate or pursue any transaction with a Qualified Bidder other than the Stalking Horse Bidder subject to, and in accordance with the terms of, the Stalking Horse Agreement.**

BIDDER ENGAGEMENT WITH CERTAIN CLAIMANTS

Nothing in these Bidding Procedures is intended to impair or limit the ability of bidders or their advisors to engage in discussions or negotiations with the Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, the Multi-State Endo Executive

Committee, the Future Claims Representative, other claimants, and each of their respective advisors regarding the bidding process, the sale process, and any potential trust in connection with a bidder's contemplated bid.

SALE IS "AS IS/WHERE IS" AND FREE AND CLEAR OF ANY AND ALL ENCUMBRANCES

The Assets sold pursuant to these Bidding Procedures will be conveyed at the closing in their then-present condition, **"as is, with all faults, and without any warranty whatsoever, express or implied."** Except as may be set forth in the Stalking Horse Agreement or a Successful Bidder's purchase and sale agreement, the applicable Assets are sold free and clear of any and all liens, claims, interests, restrictions, charges and encumbrances of any kind or nature to the fullest extent permissible under the Bankruptcy Code, with such liens, claims, interests, restrictions, charges, and encumbrances to attach to the net proceeds of sale with the same validity and in the same order of priority.

CERTAIN CASE MANAGEMENT PROCEDURES

In accordance with the Order Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures (the "Case Management Order") [Docket No. 374], all parties must provide three hard copies of every filed pleading, objection, reply, or joinder, with exhibits, to the Court at the time of service (the "Chambers Copies"). The Chambers Copies must be printed single-sided. **Please note, an objection, reply, or joinder will not be considered timely unless Chambers Copies are delivered to the Court by the applicable objection, reply, or joinder deadline.**

CONFLICTS

To the extent that any provision of these Bidding Procedures conflicts with or is in any way inconsistent with any provision of the Stalking Horse Agreement or the RSA while such agreements remain in full force and effect, the Stalking Horse Agreement or the RSA, as applicable, shall govern and control.

Exhibit 2

Sale Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK***In re***ENDO INTERNATIONAL PLC, et al.,****Debtors.¹****Chapter 11****Case No. 22-22549 (JLG)****(Jointly Administered)****NOTICE OF SALE, BIDDING PROCEDURES, AUCTION, AND
SALE HEARING FOR THE SALE OF SUBSTANTIALLY ALL ASSETS****PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On November 23, 2022, Endo International plc and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), filed with the United States Bankruptcy Court for the Southern District of New York (the “Court”) the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets, and (IV) Granting Related Relief* [Docket No. ___] (the “Sale Motion”), seeking an order (the “Bidding Procedures Order”),² among other things, approving certain bidding procedures (the “Bidding Procedures”) in connection with the sale or sales of substantially all of the Debtors’ assets (the “Assets”) pursuant to section 363 of the Bankruptcy Code (the “Sale”), including certain dates and deadlines thereunder for the Sale process.

2. On [___], 2023, the Court, entered the Bidding Procedures Order [Docket No. ___].

The Bidding Procedures provide the following:

I. Stalking Horse Bidder. The Debtors intend to enter into a purchase and sale agreement with Tensor Limited (the “Buyer” or the “Stalking Horse Bidder”), in the form attached to the Sale Motion as Exhibit B (the “Stalking Horse Agreement,” and such bid memorialized therein, the “Stalking Horse Bid”) for the sale of the Transferred Assets, free and clear of any and all liens, encumbrances, claims, and other interests, pursuant to which the Stalking Horse Bidder has committed to provide aggregate consideration consisting of: (i) a credit bid in full satisfaction of the Prepetition First Lien Indebtedness; (ii) \$5 million in cash on account of certain unencumbered Transferred Assets; (iii) the Wind-Down Amount; (iv) the Pre-Closing Professional Fee Reserve

¹ The last four digits of Debtor Endo International plc’s tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Sale Motion or the Bidding Procedures.

Amounts; and (v) assumption of the Assumed Liabilities. Pursuant to the Bidding Procedures Order, the Stalking Horse Bid is subject to higher or better offers, the outcome of the Auction, and the approval of the Court.

II. Description of the Assets. The Debtors seek to sell the substantially all of their Assets and assign certain contracts related to the operation of the Debtors' businesses. The Debtors are soliciting bids that are made for either: (a) all or substantially all of the Debtors' Assets; or (b) one or more of the following: (i) one or more of the Debtors' Business Segments (either including or excluding (1) the CCH Assets and/or (2) the Legacy Opioid Assets); (iii) all of the CCH Assets; and/or (iv) all of the Legacy Opioid Assets. While the Debtors encourage bids on all or substantially all of the Debtors' Assets or the specific asset groups set forth above, the Debtors will also consider bids for any individual Asset and bids for any collection of Assets that is less than all or substantially all of the Debtors' Assets.

III. Important Dates and Deadlines

3. **Indication of Interest Deadline.** All Prospective Bidders must timely submit to the Debtors' investment banker, PJT Partners LP, a non-binding indication of interest (an "Indication of Interest") that is acceptable to the Debtors, in consultation with the Consultation Parties. The deadline for Prospective Bidders to submit an Indication of Interest will be: **June 13, 2023 at 4:00 p.m. (prevailing Eastern Time)**³ (the "Indication of Interest Deadline").

4. **Bid Deadline.** If the Debtors do not elect to make a Sale Acceleration Election, any Prospective Bidder must submit a Qualified Bid in writing to the Bid Notice Parties by the Bid Deadline, which shall be **4:00 p.m. (Prevailing Eastern Time) on August 8, 2023.**

5. **Sale Objection Deadline.** Parties must file any objections to the proposed Sale (such objections, the "Sale Objections") with the Court and serve such objections on the Objection Recipients (as defined below) by no later than **4:00 p.m. (prevailing Eastern Time) on July 7, 2023** (the "Sale Objection Deadline"). **By receiving this Sale Notice, you are subject to the Sale Objection Deadline as disclosed herein, unless extended by the Debtors or the Court. Please note, an objection will not be considered timely unless three hard copies of the objection, with exhibits, are also delivered to the Court by the applicable objection, reply, or joinder deadline.**

6. **Auction.** If the Debtors conduct an Auction, the Auction will be conducted at the offices of Skadden, Arps, Slate Meagher & Flom LLP, One Manhattan West, New York, New York 10001 on **August 15, 2023, at 10:00 a.m. (prevailing Eastern Time)**, or at such other time and location (including via remote video) as designated by the Debtors. If the Debtors hold the Auction, the Debtors will, as soon as reasonably practicable after selecting the Successful Bid(s), file (but not serve) and publish on the Case Website a notice of the results of the Auction (such notice, the "Notice of Auction Results"). If a Successful Bidder at the Auction is not the Stalking Horse Bidder, objections solely related to (a) the identity of the Successful Bidder(s), which, for the avoidance of doubt, includes objections related to whether the Successful Bidder(s) provides for the establishment of a trust (or trusts) or other consideration for the benefit of opioid claimants or other means to address opioid claims against the Debtors, (b) changes to the Stalking Horse Agreement, (c) conduct of the Auction, and (d) adequate assurance of future performance (each, objection a "Limited Objection") must be filed with the Court and served on the Objection Recipients so as to be received by **12:00 p.m. (Prevailing Eastern Time) on August 22, 2023.** The Notice of Auction Results will set forth the specific deadline and procedures for filing any such objections in response to the Notice of Auction Results.

³ All dates specified herein are subject to change.

7. **Sale Hearing.** Unless accelerated upon a Sale Acceleration Election (as defined in the Bidding Procedures) made by the Debtors, the Sale Hearing shall be held before the Honorable James L. Garrity, Jr., on **August 31, 2023, at 11:00 a.m. (prevailing Eastern Time)** at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004-1408, in a hybrid format (*i.e.*, both in-person and “live” via Zoom for Government).

IV. Procedures for Sale Objections

8. Sale Objections must be (a) be in writing; (b) comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the Southern District of New York; (c) state, with specificity, the legal and factual bases thereof; (d) include any appropriate documentation in support thereof; and (f) be filed with the Court and served on the following parties (the “Objection Recipients”) by the Sale Objection Deadline: (i) the Debtors, c/o Endo International plc, 1400 Atwater Drive Malvern, PA 19355 60179 (Attn: Matthew Maletta (Maletta.Matthew@endo.com) and Brian Morrissey (Morrissey.Brian@endo.com)); (ii) the Debtors’ attorneys, Skadden, Arps, Slate Meagher & Flom LLP, One Manhattan West, New York, New York 10001 (Attn: Paul D. Leake (Paul.Leake@skadden.com), Lisa Laukitis (Lisa.Laukitis@skadden.com), Shana A. Elberg (Shana.Elberg@skadden.com), and Elizabeth Downing (Elizabeth.Downing@skadden.com)); (iii) all persons and entities on the Master Service List (which may be obtained at the Debtors’ Case Website at <https://restructuring.ra.kroll.com/endo/>); and (iv) counsel to the Stalking Horse Bidder, Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, New York 10166 (Attn: Scott Greenberg (SGreenberg@gibsondunn.com), Michael J. Cohen (MCohen@gibsondunn.com), and Joshua K. Brody (JBrody@gibsondunn.com)).

9. Any party who fails to file with the Court and serve on the Objection Recipients a Sale Objection by the applicable Sale Objection Deadline may be forever barred from asserting, at the Sale Hearing or Accelerated Sale Hearing, as applicable, or thereafter, any objection to the relief requested in the Sale Motion, or to the consummation and performance of the Sale contemplated by the Stalking Horse Agreement, or purchase and sale agreement with a Successful Bidder free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code.

V. **Additional Information.** This Sale Notice and any Sale Hearing are subject to the fuller terms and conditions of the Sale Motion, the Bidding Procedures Order, and the Bidding Procedures, each of which shall control, as applicable, in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety. Copies of the Sale Motion, the Bidding Procedures Order, the Bidding Procedures, and the Sale Notice may be obtained at <https://restructuring.ra.kroll.com/Endo>.

Dated: [_____], 2023
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: DRAFT
Paul D. Leake
Lisa Laukitis
Shana A. Elberg
Evan A. Hill
One Manhattan West
New York, New York 10001
Telephone: (212) 735-3000
Fax: (212) 735-2000

Counsel for the Debtors and Debtors in Possession

Exhibit 3

Assumption and Assignment Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK***In re***ENDO INTERNATIONAL PLC, et al.,****Debtors.¹****Chapter 11****Case No. 22-22549 (JLG)****(Jointly Administered)****NOTICE OF PROPOSED ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS****PLEASE TAKE NOTE OF THE FOLLOWING DEADLINES:****Cure Objection Deadline:** On or before **May 16, 2023, at 4:00 p.m. (prevailing Eastern Time), or such deadline set forth in the applicable Supplemental Assumption Notice.****Auction Results Objection Deadline:** If the Stalking Horse Bidder is not the Successful Bidder at the Auction, on or before **August 22, 2023, at 12:00 p.m. (prevailing Eastern Time).****PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On November 23, 2022, Endo International plc and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), filed with the United States Bankruptcy Court for the Southern District of New York (the “Court”) the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets, and (IV) Granting Related Relief* [Docket No. 728] (the “Sale Motion”), seeking an order (the “Bidding Procedures Order”),² among other things, (a) approving certain bidding procedures (the “Bidding Procedures”) in connection with the sale or sales of substantially all of the Debtors’ assets (the “Assets”) pursuant to section 363 of the Bankruptcy Code (the “Sale”), including certain dates and deadlines thereunder for the Sale process; and (b) authorizing procedures (such procedures,

¹ The last four digits of Debtor Endo International plc’s tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Sale Motion or the Bidding Procedures Order.

the “Assumption and Assignment Procedures”) to facilitate the fair and orderly assumption, assumption and assignment, and rejection of certain executory contracts (the “Contracts”) or unexpired leases (the “Leases”) of the Debtors.

2. On [___], 2023, the Court, entered the Bidding Procedures Order [Docket No. ___]. Pursuant to the Bidding Procedures Order, the Debtors hereby provide notice (this “Assumption and Assignment Notice”) that they are seeking to assume and assign to Tensor Limited (the “Stalking Horse Bidder”) ³, or, if the Stalking Horse Bidder is not the Successful Bidder at the Auction (if any), any other Successful Bidder(s), the Contracts or Leases listed on **Exhibit A** attached hereto (each, an “Assigned Contract”). **You are receiving this Assumption and Assignment Notice because you may be a counterparty to a Contract or Lease (a “Counterparty”) that is proposed to be assumed and assigned to the Successful Bidder in connection with the Sale.**

3. If the Debtors assume and assign to the Successful Bidder(s) an Assigned Contract to which you are a party, on the closing date of the Sale, or as soon thereafter as practicable, such Successful Bidder will pay you the amount the Debtors’ records reflect is owing for **pre-bankruptcy filing arrearages** as set forth on **Exhibit A** (the “Cure Cost”). The Debtors’ records reflect that all postpetition amounts owing under your Assigned Contract have been paid and will continue to be paid in the ordinary course until the assumption and assignment of the Assigned Contract, and that other than the Cure Cost, there are no other defaults under the Assigned Contract.

4. The Debtors’ inclusion of a Contract or Lease as an Assigned Contract on **Exhibit A** is not a guarantee that such Contract or Lease will ultimately be assumed and assigned to any Successful Bidder. Should it be determined that an Assigned Contract will not be assumed and assigned, the Debtors shall notify such party to the Assigned Contract in writing of such decision.

5. Notwithstanding anything to the contrary herein, the proposed assumption and assignment of each of the Assigned Contracts listed on **Exhibit A** hereto (a) shall not be an admission as to whether any such Assigned Contract was executory or unexpired as of the Petition Date or remains executory or unexpired postpetition within the meaning of Bankruptcy Code section 365; and (b) shall be subject to the Debtors’, the Stalking Horse Bidder’s, or any Successful Bidder(s)’s right to conduct further confirmatory diligence with respect to the Cure Cost of each Assigned Contract and to modify such Cure Cost accordingly. In the event that the Debtors or any Successful Bidder determine that your Cure Cost should be modified, you will receive a notice pursuant to the Assumption and Assignment Procedures below, which will provide for additional time to object to such modification.

6. Notwithstanding anything to the contrary herein or in the Bidding Procedures Order, these Assumption and Assignment Procedures, including the provisions regarding the

³ A copy of the purchase agreement between the Debtors and the Stalking Horse Bidder is attached as **Exhibit [●]** to the notice filed at Docket No. [●] (the “Stalking Horse Agreement” or the “PSA,” and such bid memorialized therein, the “Stalking Horse Bid”).

treatment of indemnity claims set forth at paragraphs 7 through 9, shall not apply to the (a) the DMPs (as defined in and listed on Exhibit A to the *Joint Limited Objection and Reservation of Rights of Certain Distributors, Manufacturers, and Pharmacies to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 1133]); (b) the Thermo Fisher Entities (as defined in the *Limited Objection and Reservation of Rights of Thermo Fisher Entities to Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 1125]); and (c) the Pfizer Entities (as defined in the *Limited Objection and Reservation of Rights of Pfizer Entities to Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 1141]).

I. Treatment of Indemnity Claims

7. To the extent a Cure Objection to the amendments and releases described herein is not timely filed and properly served on the Debtors with respect to the applicable Contract or Lease in accordance with the procedures set forth in this Assumption and Assignment Notice, the closing of the Sale (the "Closing") shall constitute (a) an amendment to each Assigned Contract as necessary to render null and void any and all terms or provisions thereof solely to the extent such terms or provisions create an obligation of any Debtor (or any assignee or successor thereof) or any insurance policy to which the Debtors are a party (an "Endo Insurance Policy"), or give rise to a right in favor of any non-Debtor for the indemnification or reimbursement of any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit, or other entity (such parties, "Entities") for costs, losses, damages, fees, expenses or any other amounts whatsoever relating to or arising from any actual or potential opioid-related litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, the development, production, manufacture, licensing, labeling, marketing, distribution or sale of opioid products or the use or receipt of any proceeds therefrom, or the use of opioids, including opioids that are not products developed, designed, manufactured, marketed or sold, in research or development, or supported by, the Debtors, (such activities, the "Opioid-Related Activities") or other conduct prior to the Closing; and (b) an agreement by each Counterparty to release the Debtors (and any assignee thereof or successor thereto) and all insurers under any Endo Insurance Policy from any and all obligations, liabilities, claims, causes of action, controversy, demand, right, lien, indemnity, contribution, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license or franchise, and other rights of recovery arising under or relating to such indemnification and reimbursement rights (all such actions, the "Causes of Action") to the extent relating to any conduct occurring prior to the Closing. As of the Closing, the following arising under or related to any related Assigned Contract shall be released and

discharged with no consideration on account thereof: (i) any Cause of Action that either (A) is or could be asserted against any Debtor, including, without limitation, any Cause of Action that would otherwise be a Cure Objection pertaining to the Debtors' proposed Cure Cost; or (B) seeks to recover from any property of any Debtor, the Debtors' estate, or any Endo Insurance Policy; (ii) any Cause of Action that is for or based upon or arises from contribution, indemnification, reimbursement, setoff or recoupment or any other similar Causes of Action; and (iii) any Cause of Action that seeks to recover, directly or indirectly, any costs, losses, damages, fees, expenses or any other amounts whatsoever, actually or potentially imposed upon the holder of such Cause of Action in each case relating to or arising from any actual or potential litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, Opioid-Related Activities or otherwise relating to opioids (including, without limitation, any such Causes of Action asserted by any manufacturer, distributor, pharmacy, pharmacy-benefit manager, group purchasing organization or physician or other Counterparty). For the avoidance of doubt, unless otherwise agreed by the applicable Counterparty to any Assigned Contract, the foregoing shall not release or otherwise modify any term or provision of such applicable Assigned Contract to the extent of any indemnification or reimbursement rights accruing after the closing of the Sale for conduct occurring after the closing of the Sale.

8. To the extent a Cure Objection to the amendments and releases described herein is not timely filed and properly served on the Debtors with respect to the applicable Contract or Lease in accordance with the procedures set forth in this Assumption and Assignment Notice: (a) the Counterparty to such Contract or Lease and all other applicable Entities shall be bound by and deemed to have assented to the terms set forth herein, including the amendment of such Contract or Lease as set forth in this Assumption and Assignment Notice and the assumption or assumption and assignment of such Contract or Lease, as so amended; (b) except to the extent such Contract or Lease is rejected by the Successful Bidder(s) as of the Closing, subject to the consensual resolution of any applicable unresolved objection regarding assumption or assumption and assignment, Cure Costs, adequate assurance of future performance, or other issues related to assumption or assumption and assignment of a Contract or Lease by such Counterparty and the Debtors, such Contract or Lease, solely as amended as described in this Assumption and Assignment Notice, shall be assumed by the Successful Bidder(s); and (c) as of the Closing, such Counterparty and all other applicable Entities shall be deemed to have released any and all, Causes of Action and other rights of recovery set forth in this Assumption and Assignment Notice.

9. In the event that a Cure Objection to the amendments and releases described herein is timely filed and properly served on the Debtors with respect to the applicable Contract or Lease in accordance with the procedures set forth in this Assumption and Assignment Notice, such Contract or Lease shall not be deemed assumed or assumed and assigned unless the Debtors agree to a consensual resolution of such Cure Objection. For the avoidance of doubt, upon receipt of such a Cure Objection, the Debtors may determine to reject such Contract or Lease in lieu of assuming the Contract or Lease without such amendments or releases.

II. Assumption and Assignment Procedures

10. The Assumption and Assignment Procedures set forth below regarding the assumption and assignment of the Assigned Contracts proposed to be assumed by the Debtors and assigned to the Successful Bidder(s) in connection with the Sale shall govern the assumption and assignment of all of the Assigned Contracts, subject to the payment of any Cure Costs:

(a) **Cure Costs and Adequate Assurance of Future Performance.** The payment of the applicable Cure Costs by any party, as applicable, shall (i) effect a cure of all monetary defaults existing thereunder and (ii) compensate for any actual pecuniary loss to such Counterparty resulting from such default.

(b) **Additions.** The Debtors may also designate additional executory contracts or unexpired leases as agreements to be assumed by the Debtors and assigned to a Successful Bidder (the “Additional Assigned Contracts”) until 14 days before the closing of the Sale. Following the addition of an Additional Assigned Contract, the Debtors shall as soon as reasonably practicable thereafter serve an Assumption and Assignment Notice on each of the counterparties to such Additional Assigned Contracts and their counsel of record, if any, indicating (i) that the Debtors intend to assume and assign the Counterparty’s Contract or Lease, as applicable, to the Successful Bidder(s), and (ii) the corresponding Cure Cost. The Debtors shall provide any counterparties to such Additional Assigned Contracts an opportunity to be heard, if necessary, with respect to the assumption and assignment of their Assigned Contract.

(c) **Eliminations.** The Debtors may remove any Contract or Lease, as applicable, to be assumed by the Debtors and assigned to the Successful Bidder (the “Eliminated Agreements”) until 14 days before the closing of the Sale. Following the removal of an Eliminated Agreement, the Debtors shall as soon as reasonably practicable thereafter serve a notice (a “Removal Notice”) on each of the impacted counterparties and their counsel of record, if any, indicating that the Debtors no longer intend to assign the Counterparty’s Contract or Lease, as applicable, to the Successful Bidder(s) in connection with the Sale.

(d) **Supplemental Contract Assumption Notice.** Although the Debtors intend to make a good faith effort to identify all Assigned Contracts that may be assumed and assigned in connection with the Sale, the Debtors may discover certain executory contracts inadvertently omitted from the Assigned Contracts list or the Successful Bidder(s) may identify other Contracts or Leases that they desire to have assumed and assigned in connection with the Sale. Accordingly, the Debtors reserve the right, but only in accordance with the Stalking Horse Agreement or the purchase and sale agreement with the Successful Bidder(s) (the “Successful Bidder Purchase Agreement”), as applicable, or as otherwise agreed by the Debtors and the Successful Bidder(s), at any time before the deadline for designation of additional Assigned Contracts or removal of potentially Assigned Contracts set forth in the Stalking Horse Agreement or the Successful Bidder Purchase Agreement, to (i) supplement the list of Assigned Contracts with previously omitted executory contracts, (ii) remove Assigned Contracts from the list of executory contracts ultimately selected as Assigned Contracts that a Successful Bidder proposes be assumed and assigned to it in connection with the Sale, or (iii) modify the previously stated Cure Cost associated with any Assigned Contracts. In the event the Debtors exercise any of these reserved rights, the Debtors will promptly serve a supplemental notice of contract

assumption (a “Supplemental Assumption and Assignment Notice”) on each of the counterparties to such contracts and their counsel of record, if any; *provided, however*, the Debtors may not add an executory contract to the list of Assigned Contracts that has been previously rejected by the Debtors by order of the Court. Each Supplemental Assumption and Assignment Notice will include the same information with respect to listed Assigned Contracts as was included in the Assumption and Assignment Notice, or in the event of a removal, the information required in a Removal Notice. Any Supplemental Assumption and Assignment Notice will be served as soon as reasonably practicable following the Successful Bidder’s identification of any such omissions, removals, or modifications to any Assigned Contracts.

(e) **Objections.** Objections, if any, to the proposed assumption and assignment or the Cure Cost proposed with respect thereto, must (i) be in writing; (ii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (iii) state, with specificity, the legal and factual bases thereof; (iv) if a Cure Objection that pertains to the proposed Cure Costs, state the cure amount alleged to be owed to the objecting Counterparty, together with the appropriate documentation including the cure amount the Counterparty believes is required to cure defaults under the relevant Contract or Lease; (v) include any appropriate documentation in support thereof; and (vi) be filed with the Court and served on, so actually be received by, the Objection Recipients (as defined below) by the applicable deadlines below or such deadline as set forth in the applicable Supplemental Assumption and Assignment Notice.

(i) *Cure Objection Deadline.* Any objection to the Cure Cost, to assumption and assignment of an Assigned Contract, adequate assurance, or treatment of indemnity claims (including as set forth in Part I hereof) must be filed with the Bankruptcy Court on or before **May 16, 2023, at 4:00 p.m. (prevailing Eastern Time)** (the “Cure Objection Deadline”), **or such deadline set forth in the applicable Supplemental Assumption Notice**, and served on: (a) counsel for the Debtors, Skadden, Arps, Slate Meagher & Flom LLP, One Manhattan West, New York, New York 10001 (Attn: Paul D. Leake (Paul.Leake@skadden.com), Lisa Laukitis (Lisa.Laukitis@skadden.com), Shana A. Elberg (Shana.Elberg@skadden.com), and Elizabeth Downing (Elizabeth.Downing@skadden.com)); and (b) counsel to the Stalking Horse Bidder, Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, New York 10166 (Attn: Scott Greenberg (SGreenberg@gibsondunn.com), Michael J. Cohen (MCohen@gibsondunn.com), and Joshua K. Brody (JBrody@gibsondunn.com)) (collectively, the “Cure Objection Recipients”).

(ii) *Auction Results Objection Deadline.* If the Debtors hold an Auction and if a Successful Bidder that is not the Stalking Horse Bidder prevails at the Auction, as soon as reasonably practicable after selecting such Successful Bidder(s), the Debtors will file (but not serve) and cause to be published on the Case Website a notice of results of the Auction (the “Notice of Auction Results”). Upon the filing of any Notice of Auction Results, objections *solely* to the identity of the Successful Bidder(s), changes to the Stalking Horse Agreement, or adequate assurance of future performance (each, a “Auction Results Objection”) may be made. Any Auction Results Objection must be filed with the Bankruptcy Court and served on (A) counsel for the Debtors and (B) the Successful Bidder(s) and its counsel, if any (collectively, the “Auction Results Objection Recipients,” and together with the Cure Objection Recipients, the “Objection Recipients”), so as to be received by **August 22, 2023, at 12:00 p.m. (Prevailing Eastern Time)** (the “Auction Results Objection Deadline”); *provided, however*, that the Cure Objection Deadline shall not be extended.

(f) Any party properly noticed by the Debtors in accordance with these Assumption and Assignment Procedures that fails to timely file an objection to (i) the proposed Cure Cost, (ii) the proposed assumption and assignment of an Assigned Contract or Additional Assigned Contract listed on the Assumption and Assignment Notice or a Supplemental Assumption and Assignment Notice, or (iii) the amendment of the Assigned Contracts and releases of the Causes of Action and other rights of recovery as set forth in this Assumption and Assignment Notice; is deemed to have consented to (A) such Cure Cost, (B) the assumption and assignment of such Assigned Contract or Additional Assigned Contract (including the adequate assurance of future payment), (C) the amendment of the Assigned Contracts and releases of the Causes of Action and other rights of recovery as set forth in this Assumption and Assignment Notice; and (D) the related relief requested in the Sale Motion. Such party shall be forever barred and estopped from objecting to the Cure Cost, the assumption and assignment of the Assigned Contract, or Additional Assigned Contract, adequate assurance of future performance, or the related relief requested herein and in the Sale Motion, whether applicable law excuses such Counterparty from accepting performance by, or rendering performance to, the Successful Bidder(s), and from asserting any additional cure or other amounts against the Debtors and the Successful Bidder(s) with respect to such party's Assigned Contract or Additional Assigned Contract.

(g) If a Cure Objection or Auction Results Objection, as applicable, filed by the Cure Objection Deadline or Auction Results Objection Deadline, as applicable, cannot otherwise be resolved by the parties prior to the Sale Hearing, such objections and all issues regarding the Cure Cost amount to be paid or the adequate assurance of future performance, as applicable, shall be determined by the Court at the Sale Hearing, or at a later hearing on a date to be scheduled by the Debtors in their discretion, and in consultation with the Successful Bidder(s).

III. Additional Information

11. Unless otherwise provided in the Sale Order, the Debtors shall have no liability or obligation with respect to defaults relating to the Assigned Contracts arising, accruing, or relating to a period on or after the effective date of assignment.

12. Copies of the Sale Motion, the Bidding Procedures Order, the Bidding Procedures, and the Sale Notice may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent and administrative advisor, Kroll Restructuring Administration LLC, located at <https://restructuring.ra.kroll.com/Endo>.

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Dated: [____], 2023
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: *DRAFT* _____

Paul D. Leake

Lisa Laukitis

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*Counsel for the Debtors
and Debtors in Possession*

EXHIBIT A

Assigned Contracts

Exhibit 4

Reconstruction Steps Summary

22-22549-jlg Doc 1765-4 Filed 04/03/23 Entered 04/03/23 09:01:31 Exhibit 4
Pg 2 of 20

Description of Reconstruction Steps

This presentation is produced for illustrative purposes and the steps and implementation thereof described herein remain subject to material change in all respects

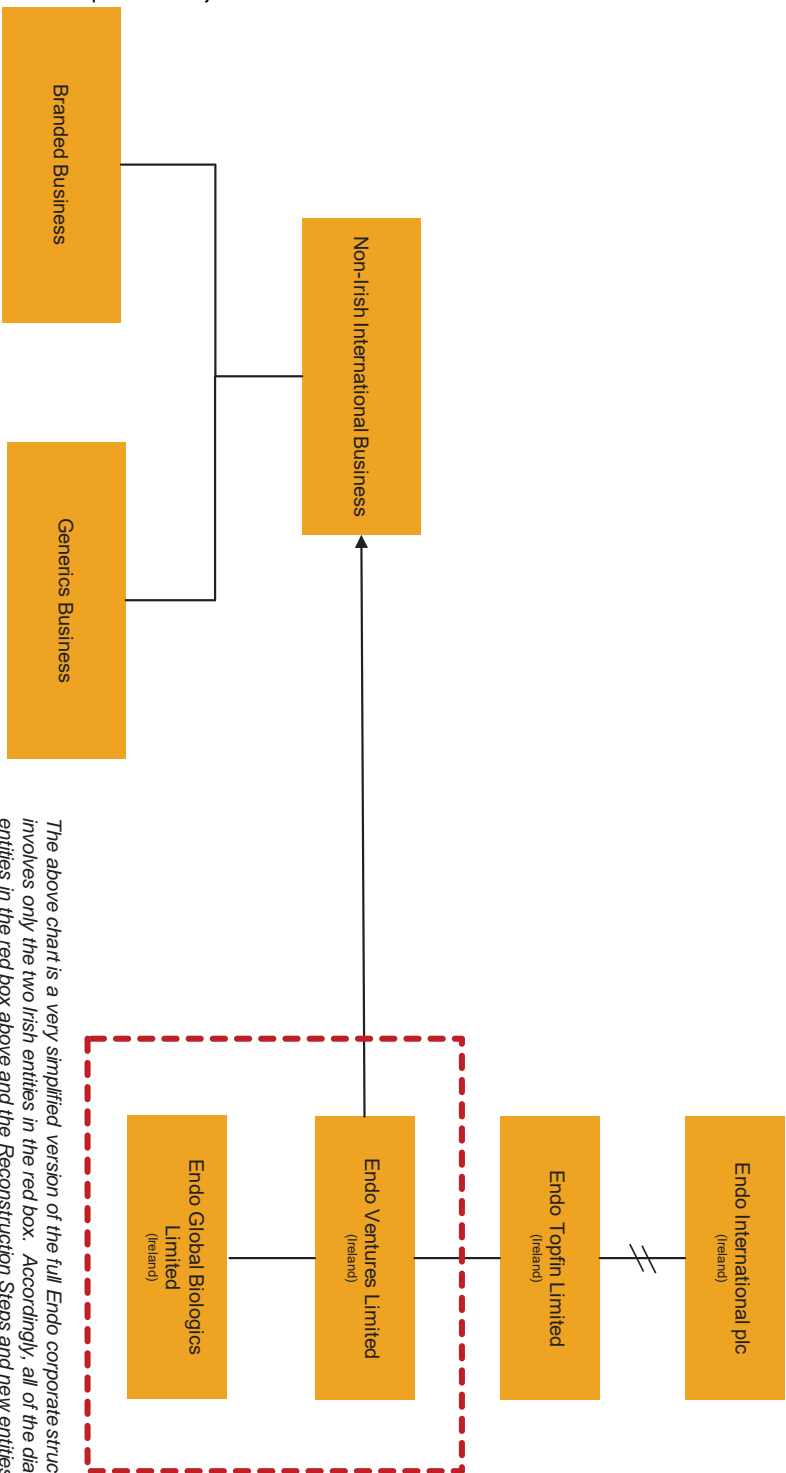
Reconstruction Steps

- ▶ In connection with seeking approval of the bidding procedures, the existing Debtors are seeking approval of the U.S. Bankruptcy Court for the completion of the Reconstruction Steps¹ to facilitate the sale to the Successful Bidder.
- ▶ These Reconstruction Steps will involve the transfer of the businesses of each of two primary Irish asset-owning Debtors into two, newly formed Irish subsidiaries that will essentially carry on the same businesses of the transferring entities.
- ▶ Following Court approval and implementation of the Reconstruction Steps, these new subsidiaries would then be sold to the Successful Bidder as part of the Sale.

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Debtor's Motion for an Order (I) Establishing Bidding, noticing, and assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief (the "Sale Motion"), or the Bidding Procedures Order, to which this presentation is attached.

Existing Simplified Endo Group Structure

22-22549-11q Doc 1765-4 Filed 04/03/23 Entered 04/03/23 09:01:31 Exhibit 4

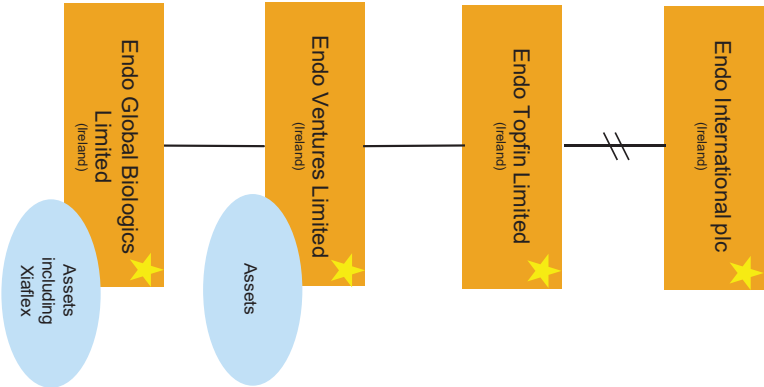


The above chart is a very simplified version of the full Endo corporate structure. The Reconstruction Steps described in this deck involves only the two Irish entities in the red box. Accordingly, all of the diagrams through slide 16 deal only with those two Irish entities in the red box above and the Reconstruction Steps and new entities related to them. Slide 17 shows the simplified full post-sale corporate structure of Endo (assuming implementation of the Reconstruction Steps and a sale to a bidder), including the two Irish entities in the red box above and non-Irish entities that are not involved in the Reconstruction Steps.



Existing Structure of Irish Asset-Owning Debtors Involved in Steps

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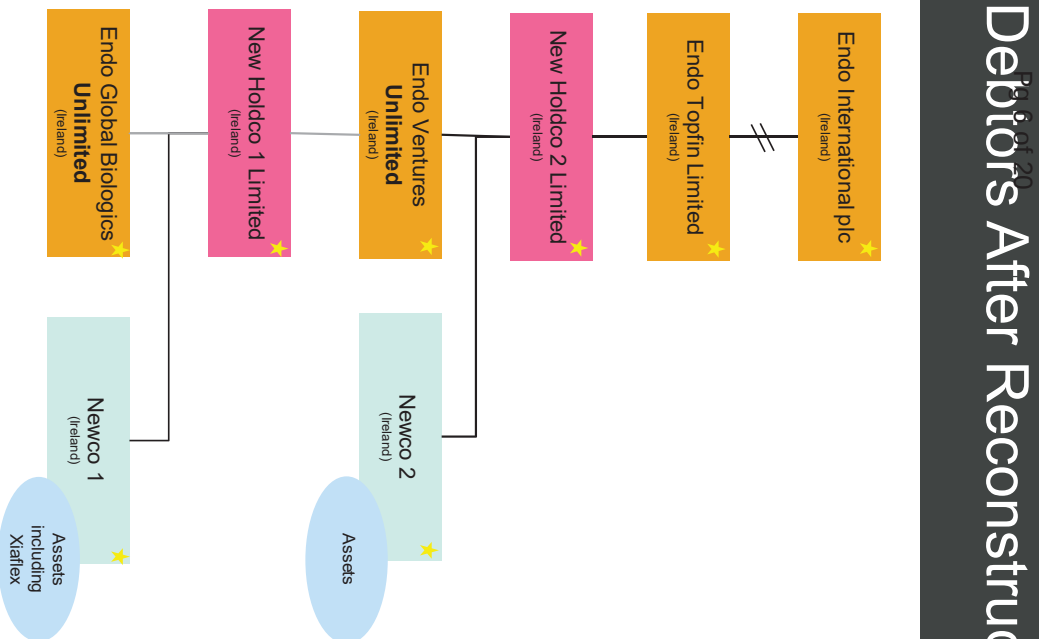


Denotes Debtor entities



Structure of Irish Asset-Owning Debtors After Reconstruction Steps

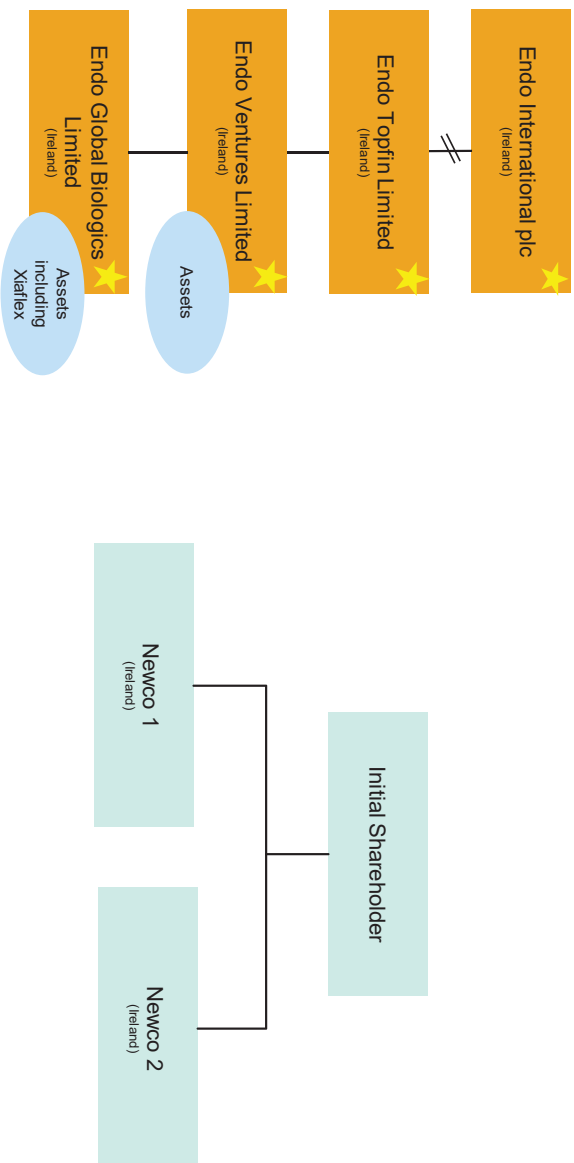
22-22549-11g Doc 1765-4 Filed 04/03/23 Entered 04/03/23 09:01:31 Exhibit 4



Reconstruction Steps: Step 1—Incorporation of Newcos

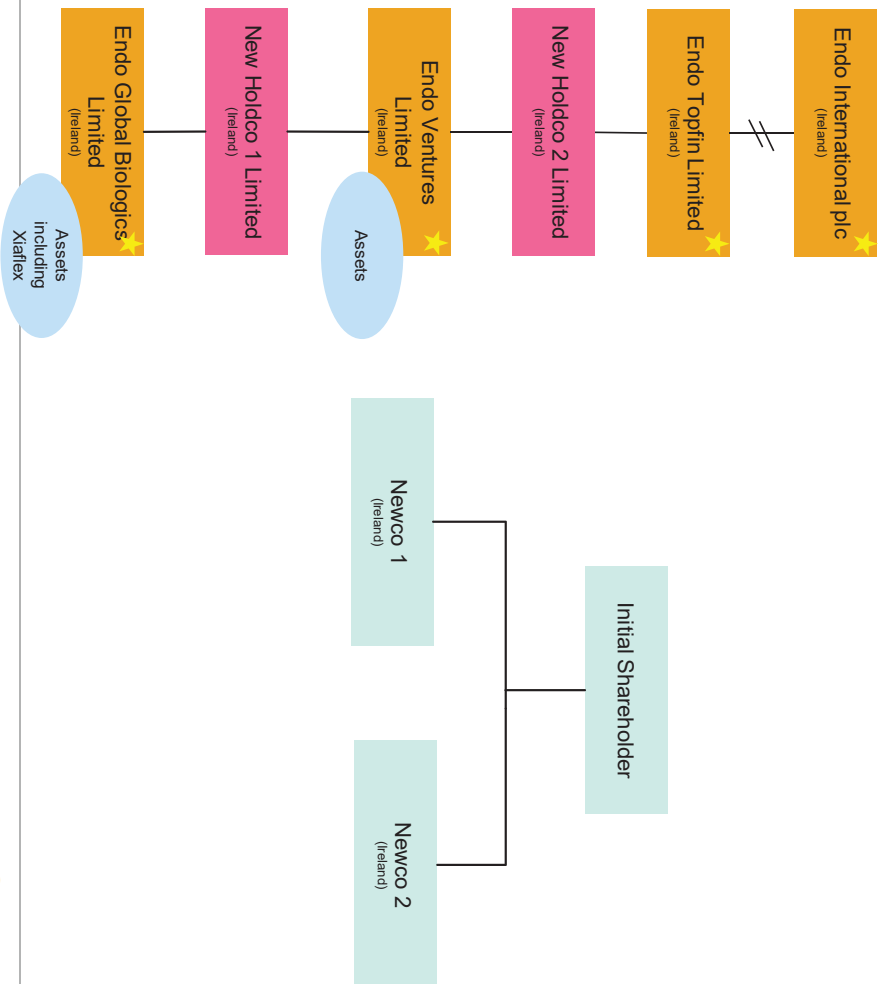
Step 1: A third party service provider with no economic interest in the Debtors (the “Initial Shareholder”) forms two new companies (“Newco 1” and “Newco 2”, and collectively, the “Newcos”) as private limited companies incorporated and tax resident in Ireland.

In incorporation, the ordinary share capital of each of the Newcos will be held by the Initial Shareholder (the “Subscription Shares”).



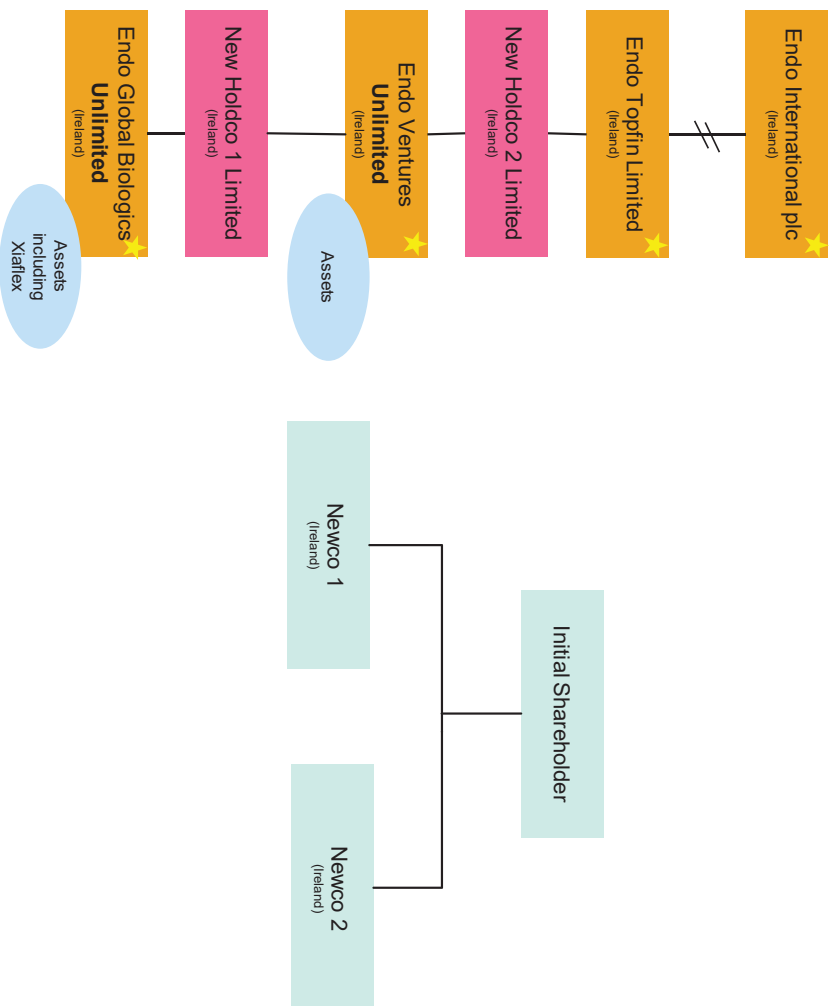
Reconstruction Steps: Step 2—Interposition of Holdcos

Step 2: Two newly formed limited liability holding companies, New Holdco 1 Limited (Holdco 1) and New Holdco 2 Limited (Holdco 2,” and collectively, the “Holdcos”) will be created as private limited liability companies incorporated and tax resident in Ireland and terposed as direct parent companies of each other: Endo Ventures Limited (“EVL”) and Endo Global Biologics Limited (“EGBL,” and collectively, the “Transferor Debtors”) by way of share-for-share exchange.



Reconstruction Steps: Step 3—Conversion

Step 3: In order to satisfy certain Irish law requirements relating to reconstruction transactions, prior to the completion of the transfer of the business and assets, including employees in the case of EVL (the “Specified Assets”), of each Transferor Debtor (each, a “Business Transferor”), the Transferor Debtors will be required to change their corporate form from limited liability companies to unlimited liability companies (the “Conversion”). Under Irish law, the conversion will make the Transferor Debtors’ direct parent companies—the Holdcos—liable for the debts of the Transferor Debtors on any solvent liquidation of the Transferor Debtors.

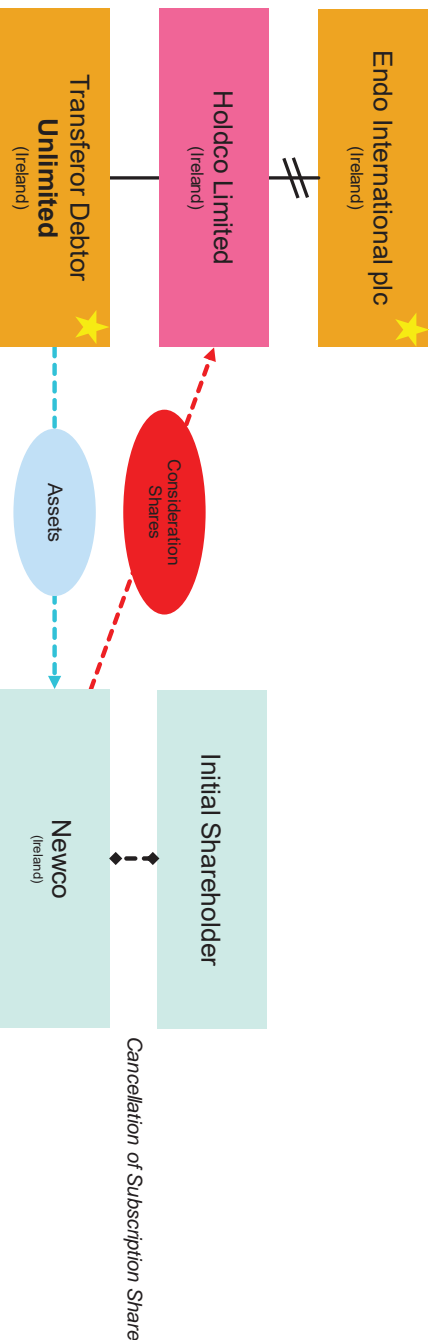


Reconstruction Steps: Step 4—Business Transfer

Step 4: Each of the Transferor Debtors transfers its Specified Assets to a Newco, in exchange for each Newco issuing ordinary shares (collectively, the "Consideration Shares") to each Holdco that is the direct parent of the Transferor Debtor that transferred its Specified Assets to the Newco.

The Specified Assets will be transferred to each Newco subject only to the Prepetition Liens and any Permitted Prior Liens. For the avoidance of doubt, the claims underlying the Prepetition Liens and Permitted Prior Liens will not transfer to the Newcos but remain with the Transferor Debtors.

At the time of each Business Transfer, the share held by the Initial Shareholder will be surrendered and cancelled so that it will not be a shareholder in the Newcos following the Business Transfers and the Newcos will be wholly owned by the Endo group immediately thereafter.



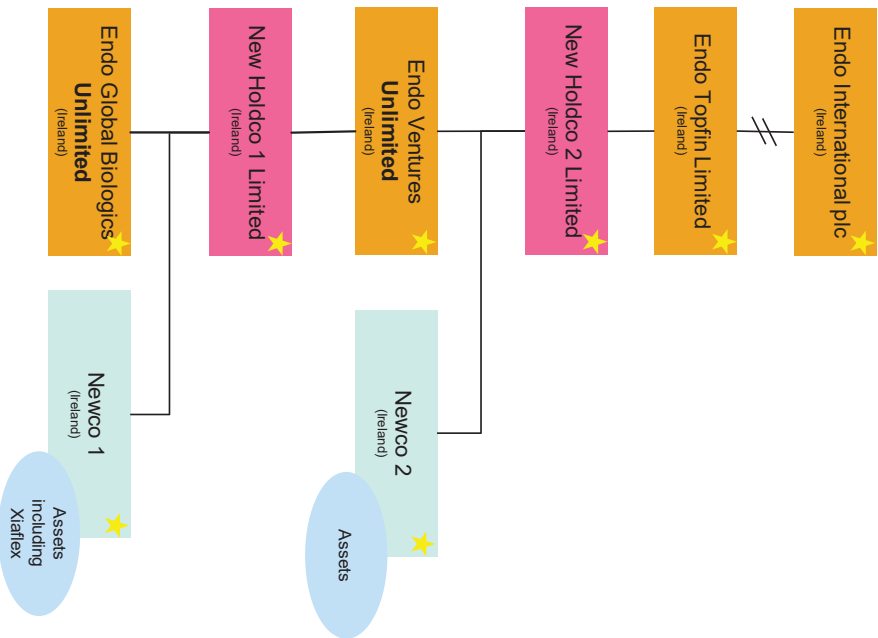
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Reconstruction Steps: Step 5—Chapter 11 Filing

- ▶ Substantially contemporaneously with the completion of the Business Transfers, the Newcos and the Holdcos will file for chapter 11 and be jointly administered in the Debtors' chapter 11 cases.
- ▶ The Newcos will continue to operate the businesses of the Transferor Debtors in substantially the same manner as they were operated by the Transferor Debtors.

Structure after Step 5

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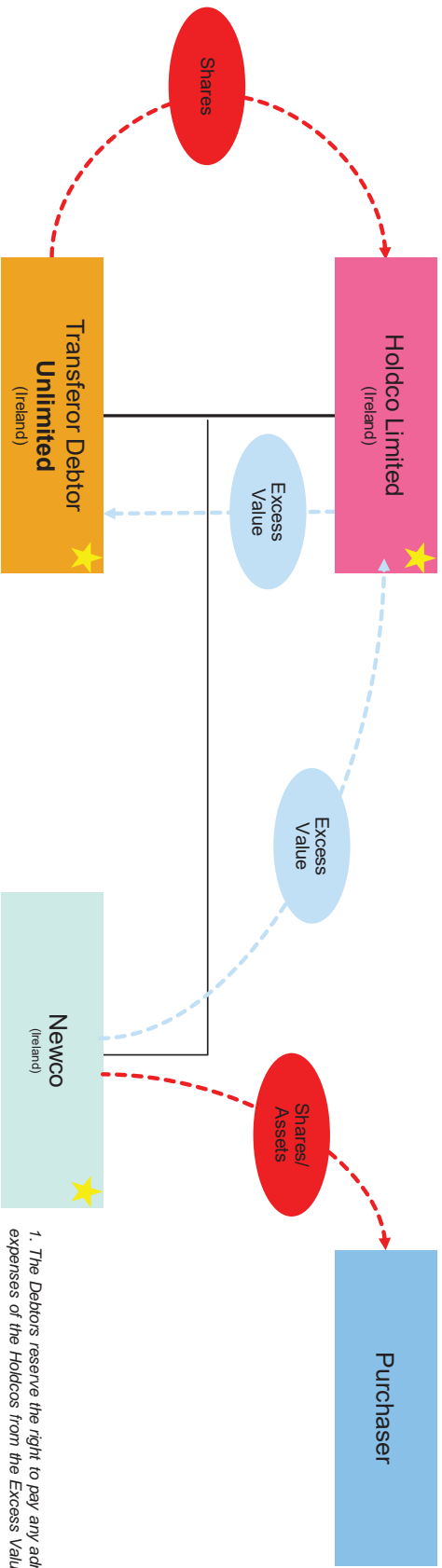
Reconstruction Steps: Step 6—Share Subscription

Following the Business Transfers, each of the Holdcos and their corresponding Transferor Debtor will enter into an irrevocable, conditional subscription agreement (each, a "Subscription Agreement") pursuant to which each Holdco will irrevocably agree to subscribe for ordinary share capital in the capital of their corresponding Transferor Debtor upon such Holdco receiving Excess Value through the sale of its wholly-owned Newco.

As used here in, "Excess Value" means (a) the value in excess of nominal where a Newco is sold for more than nominal value; and (b) the value in excess of Prepetition Liens attaching to the assets of a Newco where such assets are sold for more than the amount necessary to satisfy in full any Prepetition Liens attaching to such assets, taking into account any successful lien challenges, with the proceeds from such sale being transferred to the applicable Holdco (whether by way of distribution, loan, or otherwise);¹

In the event that the liens held by the Prepetition First Lien Secured Parties or holders of the Second Lien Notes are successfully challenged resulting in any unencumbered Value at Newcos (such value, the "Unencumbered Value"), the Successful Bidder shall be authorized and directed to pay cash to the Holdcos on account of the Unencumbered Value, unless Court orders otherwise; and (b) in the event that a topping bid to the Stalking Horse Bid is selected as the Successful Bid, the Successful Bidder shall be authorized and directed to pay cash to the Holdcos on account of any value attributable to the Newcos in excess of the value of the Prepetition Liens.

As a result, the creditors of the Transferor Debtors then share in the Excess Value in the same order of priority that existed at the Transferor Debtors before the execution of the construction Steps.



1. The Debtors reserve the right to pay any administrative expenses of the Holdcos from the Excess Value

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Reconstruction Steps: Implementation

- ▶ As described in further detail herein, the implementation of the Reconstruction Steps includes, among other things, certain transitional arrangements between the Transferor Debtors and the Newcos to allow the businesses of the Transferor Debtors to operate in a manner which ensures business continuity and complies with applicable laws.

Reconstruction Steps: Implementation (cont'd)

Implementation of the Reconstruction Steps

<p>Business Transfer Agreements</p>	<ul style="list-style-type: none"> The Transferor Debtors, the Newcos, and the Holdcos will enter into business transfer agreements (each, a "<u>BIA</u>") effectuating the transfers of the Specified Assets. For the avoidance of doubt, although the transfers will occur subject only to Prepetition Liens and any Permitted Prior Liens, the claims underlying the Prepetition Liens and Permitted Prior Liens (as well as any other third-party prepetition claims other than employee-related claims required to transfer under EU/Irish law (of which the Debtors are only aware of two <i>de minimis</i> wage claims, totaling approximately \$2,000)) will not transfer to the Newcos but remain with the Transferor Debtors. <ul style="list-style-type: none"> The Prepetition Liens and Permitted Prior Liens must transfer with the assets in order to (a) ensure that the rights of the secured creditors to credit bid are not compromised by the transfer and (b) prevent an unintended accrual of value in the Newcos on the completion of the Reconstruction Steps, which would result in a 1% stamp duty liability being incurred by any purchaser of the shares in the Newcos. Because the Newcos are being utilized as a vehicle to effectuate an eventual sale, their bankruptcy cases will ultimately be dismissed. Transferring any third-party prepetition claims against the Transferor Debtors to the Newcos would deter any bidder from utilizing this structure.
<p>Transitional Services Agreement</p>	<ul style="list-style-type: none"> Each Transferor Debtor and the relevant Newco will enter into a Transitional Services Agreement ("<u>TSA</u>") to enable the parties to fulfill their obligations under the BTAs and allow the Endo business to operate in a manner which ensures business continuity following the Reconstruction Steps until consummation of the ultimate Sale (such period, the "<u>Interim Period</u>"). Under the TSAs, the Transferor Debtors will provide whatever services may be required by the Newcos to carry out the businesses during the Interim Period that the Newcos cannot carry out themselves (e.g., providing access to IT systems). As the Transferor Debtors will have to carry out certain activities (e.g., Irish regulated activities under third-party contracts, financial reporting requirements, tax filings) but will not have employees (as such employees will transfer to the Newcos as part of the Reconstruction Steps), the Newcos will supply certain services to the Transferor Debtors for the Interim Period to enable the Transferor Debtors to carry out those activities.



Reconstruction Steps: Implementation (cont'd)

Implementation of the Reconstruction Steps

<p>Business Contracts</p>	<ul style="list-style-type: none"> Pursuant to the BTAs, the Transferor Debtors will generally maintain the legal interest in third-party executory contracts and unexpired leases to which they are party (collectively, the "<u>Business Contracts</u>"), while the Newcos will have the beneficial interest (including the economic benefits and burdens) of such Business Contracts until the closing of the Sale. The Newcos will reimburse the Transferor Debtors for any costs or other liabilities arising under each Business Contract pursuant to the BTAs. EVL engages in certain regulated activities under Irish law related to its business operations. As Newco 2 is not anticipated to be able to obtain the requisite regulatory authorizations to conduct the Irish regulated activities by completion of the Reconstruction Steps, EVL will continue to carry on all Irish regulated activities (until such time as Newco 2 is in receipt of such authorizations) and be responsible for such performance under the relevant Business Contracts. For the avoidance of doubt, intercompany executory contracts at the Transferor Debtors will generally transfer in full to the Newcos (save for financing arrangements where the Transferor Debtor is a borrower/debtor (and any liabilities thereunder) which shall remain with the Transferor Debtors). As a result, any administrative or other services that are currently provided to the Transferor Debtors by other Endo group companies (or vice versa) will continue under these agreements.
<p>Indemnity Arrangements</p>	<ul style="list-style-type: none"> The Newcos and their respective Transferor Debtors will enter into indemnity agreements pursuant to which the Newcos will indemnify their respective Transferor Debtors from the closing of the Reconstruction Steps to the date an agreement is entered into to sell the Newcos' equity or business to protect against the unlikely event that there are defects in the implementation of the Reconstruction Steps and Irish taxes are imposed on the Transferor Debtors.
<p>Intercompany Arrangements</p>	<ul style="list-style-type: none"> The Debtors and the Newcos will assign from the Transferor Debtors or replicate in the Newcos required existing intercompany arrangements to ensure that funds can continue to move throughout the Debtor group in the ordinary course of business. It is envisaged that intercompany arrangements where the Transferor Debtor is a lender/creditor shall be assigned to Newco while intercompany arrangements where the Transferor Debtor is a borrower/debtor (and any liabilities thereunder) will remain with the Transferor Debtors and new lending arrangements be put in place, as needed.



Reconstruction Steps: Implementation (cont'd)

Implementation of the Reconstruction Steps

Employees	<ul style="list-style-type: none"> All employees of EVL (being the only employer Transferor Debtor) will transfer to Newco 2 on the same terms and conditions of employment (subject to certain exceptions). All rights and obligations arising from EVL employees' existing employment contracts will transfer to Newco 2, subject, depending on timing of closing of the Business Transfer, to certain exceptions (e.g., pension) due to unrelated upcoming changes in benefit offerings. As required under EU/Irish law, all employees will receive a formal notice of the employment transfer no later than 30 days before the transfer takes effect.
Intellectual Property	<ul style="list-style-type: none"> IP that is owned by the Transferor Debtors will be transferred to the relevant Newcos as part of the Reconstruction Steps. IP that is in-licensed from a third party will be treated in the same manner as other third-party contracts under the TSA. The Endo group currently relies on implied licenses to facilitate the use of and access to IP held by, or licensed to, another member of the Endo group. It is expected that the same approach will be relied on following the Reconstruction Steps and no formal licensing arrangements will be entered.
Insurance	<ul style="list-style-type: none"> Existing insurance arrangements in the Transferor Debtors will need to be extended, or replicated, by the Newcos.
Regulatory	<ul style="list-style-type: none"> The Transferor Debtors and the Newcos will need to comply with a number of healthcare-related regulatory requirements and approvals in various jurisdictions to implement the transfer of the Specified Assets, including with respect to certain Irish marketing and distribution authorizations; Indian manufacturing, import, and export licenses; Canadian product authorizations; Austrian product authorizations; and U.S. FDA product authorizations and establishment regulations.
Corporate Governance	<ul style="list-style-type: none"> The governing bodies of each entity involved in the Reconstruction Steps will approve resolutions approving the transactions and required corporate actions thereunder, including, but not limited to, the BTAs and the conversion of the Transferor Debtors into unlimited liability companies.
Leases and Licenses and Permits	<ul style="list-style-type: none"> EVL is required under Irish regulatory authorizations to operate from its leased premises in Dublin. Such third-party lease will not be assigned to Newco 2, but Newco 2 will be granted a license to occupy the premises during the Interim Period.



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Appendix: Subsequent Transaction Steps



Subsequent Transaction Steps (following approval and implementation of Reconstruction Steps)

▶ **Step 7:** Following completion of the marketing process, approval of the U.S. Bankruptcy Court will be sought for the sale of the assets of the Debtors (including the equity in the Newcos and subsequent acquisition of the assets in the Newcos) to the Successful Bidder free and clear of all liens, claims and encumbrances under section 363 of the U.S. Bankruptcy Code (the "Sale Order").

▶ **Step 8:**

- Holdco 1 sells the entire issued share capital of Newco 1; and
- Holdco 2 sells the entire issued share capital of Newco 2;

to an acquisition company owned by the Successful Bidder (formed as a private limited company incorporated and tax resident in Ireland) ("Purchaser") for consideration equal to the market value of those shares.

▶ Any unencumbered assets at any Newcos will be paid for by the Successful Bidder by buying the Newco shares or assets and paying cash to the relevant Holdco (unless otherwise ordered by the Court), which, in turn, has an obligation to return such cash to the relevant Transferor Debtor.

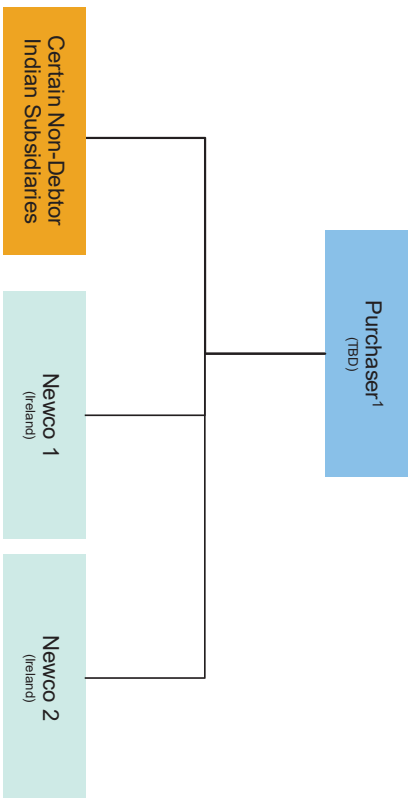
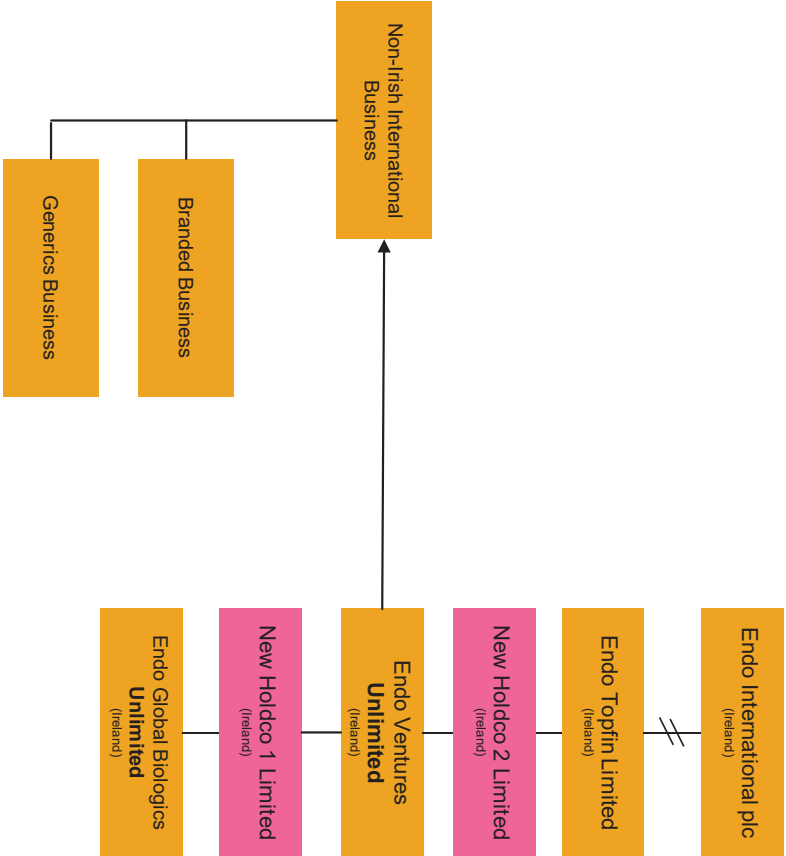
▶ **Step 9:** Purchaser acquires the business and assets of each of the Newcos free and clear of all liens, claims and encumbrances pursuant to the Sale Order.

▶ Purchaser simultaneously acquires the assets of the other Debtors free and clear of all liens, claims and encumbrances pursuant to the Sale Order.

▶ Dismissal of the chapter 11 cases relating to the Newcos will be sought following Step 9.

Structure after Step 9: Completion of Sale

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1. Assets of all non-Irish Debtors to be acquired into one or more Purchaser entities



Exhibit 5-A

BTA Term Sheet

Endo International plc, et al.
BUSINESS TRANSFER AGREEMENT TERM SHEET ¹²

Provision	Summary
Parties	(1) EGBL, Newco 1, and Holdco 1 (2) EVL, Newco 2, and Holdco 2
Consideration	In each case, an allotment and issuance of ordinary share capital by the applicable Newco to the applicable Holdco
Transferred Assets³⁴	<ul style="list-style-type: none"> • All intragroup contracts as are determined necessary for the continuation of the business of the Transferor Debtor (the “Business”) by Newco. • The beneficial and economic interest in all third-party contracts that are determined necessary for the continuation of Transferor Debtor’s existing Business by Newco. • The right to represent Newco as carrying on the Business as presently carried on by Transferor Debtor. • All relevant documents, information, databases, and records etc. relating to the Business (including in respect of the business transfer agreement (the “<u>BTA</u>”) between EVL, Newco 2, and Holdco 2 only, all files and other relevant information relating to employees). • All intellectual property assets owned by Transferor Debtor (in accordance with the terms of a separate short-form IP assignment). • All plant, machinery, equipment, motor vehicles, furniture, fixtures, fittings, tools, parts, spare parts and other chattels used in connection with the Business, owned by the Transferor Debtor, as at the closing of the business transfer (the “<u>Closing</u>”) and any other tangible assets on order to be delivered to the Transferor Debtor.

¹ Terms are indicative only and subject to revision. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtor’s Motion for an Order (I) Establishing Bidding, noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets and (IV) Granting Related Relief*, or the Bidding Procedures Order, to which this term sheet is attached.

² There will be two separate business transfer agreements on substantially the same terms. For the purposes of this term sheet, the term:

- “**Transferor Debtor**” refers to Endo Global Biologics Limited (“EGBL”) or Endo Ventures Limited (“EVL”) (as applicable)
- “**Newco**” refers to Newco 1 and Newco 2 (as applicable)
- “**Holdco**” refers to Holdco 1 or Holdco 2 (as applicable)

³ It is likely that additional short-form confirmatory novation, assignment or transfer agreements will be required to perfect transfer of certain assets.

⁴ Transferred Assets will transfer subject to Prepetition Liens and Permitted Prior Liens (each as defined in the Cash Collateral Order). For the avoidance of doubt, the claims underlying the Prepetition Liens and Permitted Prior Liens will not transfer to the Newcos but remain with the Transferor Debtors.

- To the extent permissible under applicable regulatory law and guidance and to the extent related to the Business, certain product marketing materials and product regulatory materials existing at the date of the BTA and owned or controlled by the Transferor Debtor.
- All real estate owned by the Transferor Debtor, together with all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of the Transferor Debtor, as applicable, relating to the foregoing.
- All leasehold interests held by the Transferor Debtor, including any leasehold improvements and all permanent fixtures, improvements, and appurtenances thereto and including any security deposits or other deposits delivered in connection therewith.
- To the extent permissible under applicable regulatory law and guidance, all raw materials, stock-in-trade, work in progress, supplies packaging materials, other inventories and spare parts of the Transferor Debtor in connection with the Business whether or not obsolete or carried on the Transferor Debtor's books of account, in each case, with any transferable warranty and service rights related thereto, including, to the extent permissible under applicable regulatory law and guidance, the stock of fully finished and partly finished products held by the Transferor Debtor in connection with the Business at the Closing (whether or not the subject of a contract for sale).
- All interests in insurance policies, binders and related agreements of the Transferor Debtor other than certain excluded insurance policies, binders and related agreements.
- The telephone and telephonic facsimile numbers and other directory listings used by the Transferor Debtor.
- All rights, claims or causes of action to the extent related to the Transferred Assets of the Transferor Debtor arising out of events occurring prior to Closing, and all other rights, claims or causes of action of the Transferor Debtor except to the extent related to Excluded Assets.
- Copies of all tax records related to the Transferred Assets or the Business and all tax records of the Transferor Debtor.
- All of the rights and claims of the Transferor Debtor in any claims or causes of action (to the extent capable of being transferred by applicable law) that are (i) avoidance claims, in each case, other than a claim asserted against a Governmental Unit (as defined in Section 101 of the Bankruptcy Code) in connection with a settlement of an opioid-related claim or relating to the payment of interest in respect of any unsecured indebtedness for borrowed money; and (ii) against any of the Transferor Debtor's respective (w) current and former directors, officers and advisors; (x) current and former employees other than officers; (y) subsidiaries or affiliates; or (z) other parties that the Transferor Debtor otherwise conducts business with in the ordinary course, including with respect to (i) and (ii) any and all proceeds thereof.

	<ul style="list-style-type: none"> • All (i) third-party accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables, and (ii) deposits (including maintenance deposits, customer deposits, and security deposits for rent, electricity, telephone or otherwise) or prepaid or deferred charges and expenses, including all lease and rental payments that have been prepaid by the Transferor Debtor. • All credits, prepaid expenses, security deposits, other deposits, refunds, prepaid assets or charges, rebates, setoffs, and loss carryforwards of the Transferor Debtor to the extent related to any Transferred Asset or any Assumed Liability. • All intercompany receivables of and intercompany loans owed to the Transferor Debtor. • In respect of the BTA between EVL, Newco 2 and Holdco 2 only, all assumed employee plans, together with any funding arrangements relating thereto and all rights and obligations thereunder and all restrictive covenants and confidentiality agreements with employees and agents, or former employees and agents, of the Transferor Debtor relating to the Business. • The goodwill of the Business. • All other property to which the Transferor Debtor is entitled in connection with the Business except the Excluded Assets.
Excluded Assets	<ul style="list-style-type: none"> • The Transferor Debtor's documents prepared in connection with the BTA or the transactions contemplated thereby or relating to the bankruptcy proceedings of the Transferor Debtor and any books and records that the Transferor Debtor is required by law to retain. • Except as otherwise set out in the definition of Transferred Assets, all rights, claims and causes of action to the extent relating to any Excluded Asset or any Excluded Liability. • Cash and cash equivalents held by the Transferor Debtor • Shares of capital stock or other equity interests or securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of any company or corporate body, including any other company within the Endo group, held by the Transferor Debtor. • All contracts designated as excluded contracts. • In respect of the BTA between EVL, Newco 2 and Holdco 2 only, certain regulatory authorizations. • All intellectual property exclusively used or held for use in connection with the foregoing.
Assumed Liabilities	<ul style="list-style-type: none"> • In respect of the BTA between EVL, Newco 2 and Holdco 2 only: (a) all accrued and future employee entitlements (including in respect of pension arrangements) of the Transferor Debtor; and (b) all liabilities arising from or in connection with the employment or termination of employment of any employee whose employment is transferred to Newco on Closing.

	<ul style="list-style-type: none"> • All liabilities and operational obligations of the Transferor Debtor pursuant to transferring intragroup contracts accruing after the Closing. • All operational obligations of Transferor Debtor under any transferring third-party contracts. For the avoidance of doubt, the Transferor Debtor will maintain the legal interest in all third-party executory contracts to which they are party. • All liabilities of the Transferor Debtor pursuant to certain product marketing materials and product regulatory materials in each case arising, to be performed or that become due on or after, or in respect of periods following Closing (to the extent permitted under applicable regulatory law). • All liabilities arising out of, relating to or incurred in connection with the conduct or ownership of the Business or the Transferred Assets from and after Closing. • To the extent arising out of, relating to or incurred in connection with the conduct or ownership of the Business or the Transferred Assets from and after Closing, all (a) trade and non-trade payables, (b) purchase orders (except a purchase order entered into in connection with, or otherwise governed by, any Excluded Contract), (c) liabilities arising under drafts or checks, (d) royalties, and (e) liabilities arising from rebates, returns, recalls, chargebacks, coupons, discounts, failure to supply claims and similar obligations, in each case, to the extent (and solely to the extent) (x) incurred in the ordinary course of business and otherwise in compliance with the terms and conditions of the BTA and (y) not arising under or otherwise relating to any Excluded Asset.
Excluded Liabilities	<p>Any liabilities of the Transferor Debtor of any kind whatsoever not specifically included in the definition of Assumed Liabilities, including, but not limited to:</p> <ul style="list-style-type: none"> • any and all liabilities for certain excluded taxes; • any and all liabilities of the Transferor Debtor pursuant to any transferring intragroup contracts or transferring third party contracts accruing prior to the Closing; • any and all liabilities relating to or arising from certain retained litigation; • any and all liabilities retained by the Transferor Debtor arising in respect of or relating to any employee to the extent arising prior to Closing, except any liabilities assumed by Newco as set out in the definition of Assumed Liabilities or otherwise set out in the BTA • any and all liabilities, arising or accrued at any time, in any way attributable to the employment or service of former employees, directors or consultants of the Transferor Debtor or any current or former subsidiary of the Transferor Debtor (as the case may be) whose employment is not transferred under the BTA, except for any liabilities relating to assumed employee plans; • any liability to distribute to any of the Transferor Debtor's shareholders or otherwise apply all or any part of the consideration received under the BTA;

	<ul style="list-style-type: none"> • any and all liabilities arising under any environmental law or any other liability in connection with any environmental, health, or safety matters arising from or related to (i) the ownership or operation of the Transferred Assets before Closing, (ii) any action or inaction of the Transferor Debtor or of any third party relating to the Transferred Assets before Closing, (iii) any formerly owned, leased or operated properties of the Transferor Debtor, or (iv) any condition first occurring or arising before Closing with respect to the Transferred Assets, including without limitation the presence or release of hazardous materials on, at, in, under, to or from any real estate owned by the Transferor Debtor or any leasehold interests held by the Transferor Debtor (together with all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of the Transferor Debtor, as applicable, relating to the foregoing); • any and all liabilities for: (i) costs and expenses incurred by the Transferor Debtor or owed in connection with the administration of the bankruptcy proceedings of the Transferor Debtor; (ii) all costs and expenses of the Transferor Debtor incurred in connection with the negotiation, execution and consummation of the transactions contemplated under the BTA; and (iii) third party claims against the Transferor Debtor, pending or threatened, including any warranty or product claims and any third party claims, pending or threatened, actual or potential, or known or unknown, relating to the Business conducted by the Transferor Debtor prior to Closing; • any liability of the Transferor Debtor under the BTA; • any and all liabilities of the Transferor Debtor relating to an Excluded Asset; • the Secured Obligations (being the Prepetition Liens and Permitted Prior Liens); and • any and all liabilities which are not liabilities of the Business.
<p>Employee Matters (BTA between EVL, Newco 2 and Holdco 2 only)</p>	<p>All existing employees of EVL will be transferred to Newco 2 on their existing terms and conditions of employment (including positions, responsibilities, base salaries, short- and long-term incentive opportunities and employee benefits) and with recognition of previous service with EVL</p>

Exhibit 5-B

TSA Term Sheet

Endo International plc, et al.
TRANSITIONAL SERVICES AGREEMENT TERM SHEET¹²

Provision	Summary
Parties	(1) EGBL and Newco 1 (2) EVL and Newco 2
Consideration / Service Fees	Service fees payable by each party to be consistent with internationally recognized arm's length principles/OECD transfer pricing guidelines
Services to be provided by Newco to Transferor Debtor	<ul style="list-style-type: none"> • All services under third party contracts which do not require direct interaction with the contract counterparty or which do not require regulatory authorizations (until such time as Newco is in receipt of such authorizations) • In respect of the Transitional Services Agreement between EVL and Newco 2 only, secondment of Newco 2 employee to act as responsible person under Irish regulatory authorizations (under separate secondment agreement), and secondment of other employees as may be required (in each case until such time as Newco 2 is in receipt of any regulatory authorizations and on such receipt of any regulatory authorisation, Newco 2 will cease to provide the service to which that regulatory authorisation relates and shall instead perform that activity itself) • All services which require regulatory authorizations (only once Newco is in receipt of such authorization(s) in respect of any service(s)) • Access to any fixed assets, equipment, machinery etc. which Transferor Debtor may need in order to perform services outlined above.

¹ Terms are indicative only and subject to revision. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtor's Motion for an Order (I) Establishing Bidding, noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief*, or the Bidding Procedures Order, to which this term sheet is attached.

² There will be three separate transitional services agreements on substantially the same terms. For the purposes of this term sheet, the term:

- **“Transferor Debtor”** refers to Endo Global Biologics Limited (“EGBL”) or Endo Ventures Limited (“EVL”) (as applicable)
- **“Newco”** refers to Newco 1 and Newco 2 (as applicable)
- **“Holdco”** refers to Holdco 1 or Holdco 2 (as applicable)

	<ul style="list-style-type: none"> • General and administrative management services in order to allow Transferor Debtor to perform services outlined above and in order to allow Transferor Debtor to comply with any reporting requirements (<i>e.g.</i>, tax returns, accounts filings)
<p>Services to be provided by Transferor Debtor to Newco</p>	<ul style="list-style-type: none"> • Contract management services with third parties • All services which require regulatory authorization(s) (until such time as Newco is in receipt of such authorization(s)) • In respect of the Transitional Services Agreement between EVL and Newco 2 only, access to leasehold premises (under separate license agreement) • All other services which may be required for the continuation of Transferor Debtor's business by Newco, including but not limited to: <ul style="list-style-type: none"> ○ Access to IT systems ○ HR management services

Exhibit 5-C

Subscription Agreement Term Sheet

Endo International plc, et al.
SUBSCRIPTION AGREEMENT TERM SHEET¹

Provision	Summary
Parties	<p>(1) EGBL and Holdco 1</p> <p>(2) EVL and Holdco 2</p> <p>Endo Global Biologics Limited (“<u>EGBL</u>”) and Endo Ventures Limited (“<u>EVL</u>”) together referred to as the “<u>Transferor Debtors</u>,” (Holdco 1 and Holdco 2 together referred to as the “<u>Holdcos</u>”)</p>
Condition	<p>The obligation on the part of each Holdco to subscribe for one or more ordinary shares in the capital of the Transferor Debtor that is its wholly owned subsidiary is conditional upon such Holdco receiving Excess Value through the sale of its wholly-owned Newco (such sale, a “<u>Sale for Value</u>”).</p> <p>“<u>Excess Value</u>” means (a) the value in excess of nominal where a Newco is sold for more than nominal value; and (b) the value in excess of Prepetition Liens attaching to the assets of a Newco where such assets are sold for more than the amount necessary to satisfy in full any Prepetition Liens attaching to such assets, taking into account any successful lien challenges, with the proceeds from such sale being transferred to the applicable Holdco (whether by way of distribution, loan, or otherwise).²</p>
Subscription Terms	<p>On the occurrence of a Sale for Value, the relevant Holdco irrevocably agrees to subscribe for one or more ordinary shares in the capital of its subsidiary Transferor Debtor (the “<u>Shares</u>”) for a subscription price that is equal to the Excess Value and the subsidiary Transferor Debtor irrevocably agrees to issue the Shares to Holdco.</p>
Subscription Price	<p>The subscription price for the Shares will be an amount equal to the Excess Value.</p>
Term	<p>2 years</p>

¹ Terms are indicative only and subject to revision. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtor’s Motion for an Order (I) Establishing Bidding, noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets and (IV) Granting Related Relief*, or the Bidding Procedures Order, to which this term sheet is attached.

² The Debtors reserve the right to pay any administrative expenses of the Holdcos from the Excess Value.

**SCHEDULE B
BAR DATE ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK***In re***ENDO INTERNATIONAL plc, et al.,****Debtors.¹****Chapter 11****Case No. 22-22549 (JLG)****(Jointly Administered)****Related Docket No. 733****ORDER (I) ESTABLISHING DEADLINES FOR FILING PROOFS OF CLAIM; (II) APPROVING PROCEDURES FOR FILING PROOFS OF CLAIM; (III) APPROVING THE PROOF OF CLAIM FORMS; (IV) APPROVING THE FORM AND MANNER OF NOTICE THEREOF; AND (V) APPROVING THE CONFIDENTIALITY PROTOCOL**

Upon the motion (the “Motion”)² of the debtors in possession (collectively, the “Debtors”) in the above-captioned cases for entry of an order (this “Order”), among other things, (a) establishing deadlines for filing Proofs of Claim; (b) establishing a deadline for the mailing of the Bar Date Notice; (c) approving the procedures for filing Proofs of Claim; (d) approving the form of notice thereof, and the Debtors’ plan for providing notice thereof to known creditors and parties in interest; (e) approving the Supplemental Notice Plan for providing publication notice of the Bar Dates to unknown creditors and parties in interest, as described in the Kroll Declaration [Docket No. 732]; (f) approving the Confidentiality Protocol; and (g) approving the Proof of Claim Forms, all as more fully set forth in the Motion; and the Court having reviewed the Motion, the Kroll

¹ The last four digits of Debtor Endo International plc’s tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

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

Declaration, and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court; and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157 (b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion, the Kroll Declaration, and the hearing on the Motion was sufficient under the circumstances, and no other or further notice is necessary; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, and that such relief is in the best interests of the Debtors, their estates, creditors, and all parties in interest; now, therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED solely to the extent set forth herein.

The Bar Dates

2. Except as otherwise provided in this Order, all persons or entities (including, without limitation, individuals, partnerships, joint ventures, and trusts) holding a claim (as defined in section 101(5) of the Bankruptcy Code) (a “Claim”) against any of the Debtors that arose or is deemed to have arisen prior to the Petition Date, including, but not limited to, secured claims, unsecured priority claims, and unsecured non-priority claims, *must* file a Proof of Claim in writing or electronically in accordance with the procedures described herein so that such Proof of Claim is actually received by the Debtors’ claims and noticing agent, Kroll Restructuring Administration LLC (the “Claims and Noticing Agent”) *on or before 5:00 p.m. (Prevailing Eastern Time) on July 7, 2023* (the “General Bar Date”). The General Bar Date shall be identified in the Bar Date Notice, including the publication version of the Bar Date Notice.

3. Except as otherwise provided in this Order, all governmental units (as defined in section 101(27) of the Bankruptcy Code) ("Governmental Units") that wish to assert a Claim against the Debtors that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent *on or before 5:00 p.m. (Prevailing Eastern Time) on May 31, 2023* (the "Governmental Bar Date"). The Governmental Bar Date shall be identified in the Bar Date Notice, including the publication version of the Bar Date Notice.

4. Notwithstanding the foregoing, (i) all municipalities and other local governmental subdivisions (collectively, the "Local Governments"), (ii) all Federally Recognized Native American Tribes (collectively, the "Tribes"), (iii) all fifty states of the United States of America and the District of Columbia (collectively, the "States") and (iv) any of the following territories of the United States of America: American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands (collectively, the "Territories") that wish to assert a Claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of opioids that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent by the earlier of (1) 10:00 a.m. (Prevailing Eastern Time) on the date set for the (first) disclosure statement hearing for any chapter 11 plan in these Chapter 11 Cases and (2) 5:00 p.m. (Prevailing Eastern Time) on the date that is 35 days after the date on which the Debtors file on the docket and serve a supplemental notice setting a deadline for such Local Governments, Tribes, States and/or Territories to file Proofs of Claim (such deadline, as applicable, the "State/Local Governmental Opioid Bar Date") and such notice, a "Supplemental Notice of State/Local Governmental Opioid Bar Date"). The Supplemental Notice(s) of State/Local

Governmental Opioid Bar Date shall either be filed with the Debtors' proposed disclosure statement or on its own, but in no event shall any State/Local Governmental Opioid Bar Date be set for a date that is earlier than June 14, 2023. Notwithstanding anything contained herein, any States and/or Territories that do not elect to participate in the public opioid settlement contemplated by the Stalking Horse Bid (as defined in the Bidding Procedures Motion) by the expiration of the public opioid trust opt-in period and wish to assert a Claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of opioids that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent by 5:00 p.m. (Prevailing Eastern Time) on the date that is 30 days after the General Bar Date; *provided* that in no event shall such date be later than September 15, 2023.

5. Except as otherwise provided in this Order, any person or entity asserting Claims arising from or relating to the Debtors' rejection of an executory contract or unexpired lease pursuant to an order of this Court that is entered prior to confirmation of a chapter 11 plan is required to file a Proof of Claim, as provided herein, so that it is received by the Claims and Noticing Agent on or before the later of: (a) the General Bar Date or the Governmental Bar Date, as applicable; and (b) 5:00 p.m. (Prevailing Eastern Time) on the date that is 30 days after the effective date of rejection of such executory contract or unexpired lease (the "Rejection Bar Date").

6. The Debtors retain the right to (a) dispute, or assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, priority, liability, classification, or otherwise; (b) subsequently designate any Claim as disputed, contingent, or unliquidated; and (c) otherwise amend, modify, or supplement the Schedules. If the Debtors amend, modify, or supplement the Schedules to reduce the undisputed, noncontingent, and

liquidated amount or to change the nature or classification of any Claim against the Debtors, a negatively impacted claimant may file a timely Proof of Claim or amend any previously filed Proof of Claim in respect of the amended scheduled Claim on or before the later of (y) the General Bar Date or the Governmental Bar Date, as applicable, or (z) 30 days after the date that notice of the applicable amendment to the Schedules is served on the affected claimant (the “Amended Schedule Bar Date” and, together with the General Bar Date, Governmental Bar Date, the State/Local Governmental Opioid Bar Date, and Rejection Bar Date, the “Bar Dates”).

7. By contrast, if (a) the amendment to the Schedules improves the amount or treatment of a previously scheduled or filed Claim and (b) the affected claimant previously was served with a notice of the Bar Dates, the affected claimant will be subject to the General Bar Date the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable. If the Debtors amend, modify, or supplement the Schedules with respect to any Claim that the Debtors state has been satisfied, such paid creditor shall not be required to file a Proof of Claim with respect to the satisfied Claim unless the creditor disputes that such Claim has been satisfied. Notwithstanding the foregoing, nothing contained herein precludes the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

The Bar Date Notice

8. The form of the Bar Date Notice, the Proof of Claim Forms and the form of WSJ Notice (as defined below), substantially in the forms attached to this Order as **Exhibit 1**; **Exhibit 2-A**, **Exhibit 2-B** and **Exhibit 2-C**; and **Exhibit 3**, respectively, the Supplemental Notice Plan, and the manner of providing notice of the Bar Dates, are approved in all respects pursuant to Bankruptcy Rules 2002(a)(7) and 2002(1).

9. The form and manner of notice of the Bar Dates approved herein (a) are reasonable and adequate and (b) fulfill the notice and other due process requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines, and applicable law. As such, the Debtors are authorized to serve the Bar Date Notice Package (as defined below), provide publication notice through the Supplemental Notice Plan as described in the Kroll Declaration and publish the Bar Date Notice in the manner described herein.

10. By (x) April 26, 2023, or as soon as reasonably practicable thereafter, with respect to all parties other than the Purdue Parties (as defined below) and (y) May 31, 2023, or as soon as reasonably practicable thereafter, with respect to the Purdue Parties (each, as applicable, the “Mailing Deadline”), the Debtors will cause to be mailed a Bar Date Notice, the applicable Proof of Claim Form, and Proof of Claim instructions (collectively, the “Bar Date Notice Package”) by first class United States mail, postage prepaid, to the following: (a) known claimants with actual Claims against the Debtors, (b) parties known to the Debtors as having potential Claims against the Debtors, and (c) other known parties in interest entitled to notice of the Bar Dates:

1. Known Actual Claimants

- (a) all claimants that have filed a Proof of Claim prior to the date of entry of this Order;
- (b) all creditors and other known holders of Claims prior to the date of entry of this Order, including all claimants listed in the Schedules as holding Claims, at the addresses stated therein;
- (c) all counterparties to the unexpired leases or executory contracts listed on the Schedules at the addresses stated therein;
- (d) all persons and entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance on, in or against the Debtors’ assets (for whom identifying information and addresses are available to the Debtors);
- (e) all Debt Agents (as defined below);
- (f) counsel to the UCC;

- (g) counsel to the OCC;
- (h) counsel to the FCR;
- (i) counsel to the Ad Hoc First Lien Group;
- (j) counsel to the Ad Hoc Cross-Holder Group;
- (k) counsel to the Ad Hoc Group of Personal Injury Victims;
- (l) counsel to the Ad Hoc Committee of NAS Children;
- (m) counsel to the Multi-State Endo Executive Committee;
- (n) all parties to litigation with the Debtors that are known as of the date of entry of this Order, and/or their counsel, including:
 - (i) all known parties to litigation or administrative proceedings with the Debtors as of the date of entry of this Order (including, without limitation, all co-defendants in the Debtors' prepetition (1) opioid; (2) generic pricing; (3) transvaginal mesh; (4) other (i.e., non-generic pricing) antitrust; and (5) ranitidine litigations) for whom identifying information and addresses are available to the Debtors, and their counsel; and
 - (ii) all known parties to litigation that concluded after July 1, 2021 (for whom identifying information and addresses are available to the Debtors) and their counsel;
- (o) all (i) current employees of the Debtors and (ii) all former employees of the Debtors terminated on or after January 1, 2016;

2. Known Potential Claimants

- (a) subject to entry of an order authorizing the Debtors to obtain such information, all persons or parties who have filed a Proof of Claim on account of a personal injury related to opioids in *In re Purdue Pharma L.P.*, Case No. 19-23649 (Bankr. S.D.N.Y. 2019) (the "Purdue Parties");
- (b) all parties known to the Debtors as having potential Claims against the Debtors' estates (each for whom identifying information and addresses are available to the Debtors) including:
 - (i) all U.S. corporate pharmacy headquarters and pharmacy benefit managers in all 50 U.S. states and all U.S. territories;
 - (ii) users and prescribers of Endo products who are included in an adverse event report or who have filed a product complaint and provided contact information;

- (iii) parties who have threatened, but not filed, litigation against the Debtors (including, but not limited to, product disputes, employment disputes, and contract disputes), and such parties' counsel;
- (iv) entities and individuals other than current, former, and retired employees, officers, and directors, that have requested indemnification, and such entities' or individuals' counsel;
- (v) individuals who: (1) filed potential Claims via the census registry ordered in *In re: Zantac (Ranitidine) Products Liability Litigation Master Personal Injury Complaint*, No. 9:20-md-02924-RLR (S.D.F.L 2020); (2) reported using prescription ranitidine products during the time the Debtors' product was on the market; and (3) claim to have developed one of the designated cancers, and such parties' counsel;
- (vi) parties who have entered into either individualized or aggregate settlement agreements with the Debtors regarding transvaginal mesh products, but whose distribution rights pursuant to such agreements were unclaimed or otherwise not finalized as of the Petition Date;
- (vii) governmental or regulatory bodies that, as of August 16, 2021, have commenced or maintained ongoing investigations regarding the Debtors' businesses of which the Debtors have been made aware;

3. Known Parties in Interest Entitled to Notice

- (a) the U.S. Trustee;
- (b) the United States Attorney General, the Office of the United States Attorney for the Southern District of New York, and the Offices of Attorneys General and Offices of the Secretaries of State for all 50 U.S. states and all U.S. territories;
- (c) the Internal Revenue Service;
- (d) all other state and local taxing authorities for the jurisdictions in which the Debtors maintain or conduct business or own property;
- (e) all environmental authorities having jurisdiction over any of the Debtors businesses or assets, including the Environmental Protection Agency, if applicable;
- (f) all regulatory authorities that regulate the Debtors' businesses;
- (g) the Antitrust Division of the United States Department of Justice;
- (h) the Federal Trade Commission;
- (i) the Securities Exchange Commission;

- (j) any other governmental authority in any country in which the Debtors are organized, which is known to have a claim against the Debtors in these Chapter 11 Cases;
- (k) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a transaction involving any material portion of the Debtors' assets during the past 12 months;
- (l) entities on the Master Services List;
- (m) all parties who have requested notice pursuant to Bankruptcy Rule 2002; and
- (n) all other persons and entities as directed by this Court.

11. For the avoidance of doubt, subject to any applicable data privacy restrictions or obligations under the laws of the United Kingdom, the European Union and Australia, the Debtors are authorized to share information regarding known actual claimants and known potential claimants with the Debtors' advisors and agents in connection with any efforts to provide notice to parties pursuant to the preceding paragraph.

12. In the event that: (a) one or more Bar Date Notice Packages are returned by the post office, necessitating a mailing to a new address; (b) certain parties acting on behalf of parties in interest decline to forward the Bar Date Notice Packages to such parties in interest and instead return their names and addresses to the Claims and Noticing Agent for direct mailing; or (c) additional potential holders of Claims become known to the Debtors, the Debtors may make supplemental mailings of the Bar Date Notice Package up to and including the date that is 30 days in advance of the applicable Bar Date, with any such supplemental mailings being deemed timely.

13. As part of the Bar Date Notice Package, the Debtors, through the Claims and Noticing Agent, shall mail the applicable Proof of Claim Form(s) to the parties receiving the Bar Date Notice. For holders of potential Claims listed in the Schedules, the applicable Proof of Claim Form(s) mailed to such entities shall state, along with the claimant's name, whether the Debtors have scheduled the creditor's Claim in the Schedules and, if so, whether the claimant's Claim is

listed as: (a) disputed, contingent, or unliquidated; and (b) secured, unsecured, or priority. If a Claim is listed in the Schedules, the dollar amount of the Claim (as listed in the Schedules) also will be identified on the applicable Proof of Claim Form(s).

Parties Required to File Proofs of Claim

14. Except as otherwise provided herein, the following parties in interest must file a Proof of Claim in these Chapter 11 Cases on or before the applicable Bar Date:

- (a) any person or entity (i) whose Claim against a Debtor is not listed in the Debtors' Schedules or is listed as disputed, contingent, or unliquidated and (ii) that desires to participate in these Chapter 11 Cases or share in any distribution in these Chapter 11 Cases;
- (b) any person or entity that (i) believes that its Claim is improperly classified in the Schedules or is listed in an incorrect amount and (ii) desires to have its Claim allowed in a classification or amount different from the classification or amount identified in the Schedules;
- (c) any person or entity that believes that its Claim as listed in the Schedules is not an obligation of the specific Debtor against which such Claim is listed and that desires to have its Claim allowed against a Debtor other than the Debtor identified in the Schedules; and
- (d) any person or entity holding a Claim that is allowable under section 503(b)(9) of the Bankruptcy Code as an administrative expense in these Chapter 11 Cases.

Parties Not Required to File Proofs of Claim

15. The following parties in interest shall not be required to file a Proof of Claim in these Chapter 11 Cases on or before the applicable Bar Date, solely with respect to the following categories of Claims or interests:

- (a) claims represented by the Future Claimants' Representative;
- (b) equity securities (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants or stock options) or other ownership interests in the Debtors (the holder of such interest, an "Interest Holder"); *provided, however*, that an Interest Holder that wishes to assert Claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a Claim for damages or rescission based on the purchase or sale of such equity

security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date;

- (c) Claims against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of this Court or the Claims and Noticing Agent in a form substantially similar to Official Bankruptcy Form No. 410;
- (d) Claims against the Debtors (i) that are not listed as disputed, contingent, or unliquidated in the Schedules and (ii) where the holder of such Claim agrees with the nature, classification, and amount of its Claim as identified in the Schedules;
- (e) Claims against the Debtors that have previously been allowed by, or paid pursuant to, an order of this Court;³
- (f) claims allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense of these Chapter 11 Cases (other than any Claim allowable under section 503(b)(9) of the Bankruptcy Code);
- (g) administrative expense claims for postpetition fees and expenses incurred by any professional allowable under sections 328, 330, 331, and 503(b) of the Bankruptcy Code or 28 U.S.C. § 156(c);
- (h) Claims for which specific deadlines have been fixed by an order of this Court entered on or before the applicable Bar Date;
- (i) Claims asserted by any party that is exempt from filing a Proof of Claim pursuant to an order entered by this Court (including the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No 535]);
- (j) Claims by any current officers and directors of the Debtors for indemnification, contribution, or reimbursement arising as a result of such officers' or directors' prepetition or postpetition services to the Debtors;
- (k) claims that are payable to the Court or to the United States Trustee Program pursuant to 28 U.S.C. § 1930;
- (l) Claims of any Debtor against another Debtor or any Claims of a direct or indirect non-Debtor subsidiary or affiliate of Endo International plc against a Debtor;
- (m) Claims asserted by a current or former employee of the Debtors, if an order of this Court authorized the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit, including pursuant to the final wages order

³ To the extent that any amounts paid by the Debtors to a creditor are subject to disgorgement pursuant to a postpetition trade agreement or otherwise, that creditor shall have until the later of (i) the General Bar Date and (ii) 30 days from the date of any disgorgement to file a Proof of Claim for the disgorged amount.

[Docket No. 695]; *provided* that a current or former employee must submit a Proof of Claim by the General Bar Date for all other Claims arising on or before the Petition Date, including Claims for benefits not provided for pursuant to an order of the Court, wrongful termination, discrimination, harassment, hostile work environment, or retaliation; and

- (n) any Claims limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, notes, bonds, debentures, or other debt securities or instruments issued or entered into by any of the Debtors (a “Debt Claim”) pursuant to an indenture, note, credit agreement or similar form of documentation, as applicable (together, the “Debt Instruments”); *provided* that the relevant indenture trustee, administrative agent, registrar, paying agent, loan or collateral agent, or any other entity serving in a similar capacity however designated (each, a “Debt Agent”) under the applicable Debt Instrument shall file a single master Proof of Claim, on or before the applicable Bar Date, against each Debtor obligated under the applicable Debt Instrument on account of all Debt Claims, which shall be filed and docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by such Debt Agent, and shall be deemed filed as against each such Debtor identified therein; *provided, however*, that any holder of a Debt Claim wishing to assert a Claim arising out of or relating to a Debt Instrument, other than a Debt Claim, must file a Proof of Claim with respect to such Claim on or before the applicable Bar Date, unless another exception identified herein applies; *provided, further*, that in lieu of attaching voluminous documentation, including documentation for compliance with Bankruptcy Rule 3001(d), the Debt Agent under the Debt Instrument may include a summary of the operative documents with respect to the Debt Claims.

16. The Debtors reserve the right to seek relief at a later date establishing a deadline for (a) Future Claimants to file Proofs of Claim and (b) Interest Holders to file proofs of interest. The Future Claimants’ Representative reserves all rights with respect to the establishment of any deadlines for Future Claimants to file Proofs of Claim.

Effect of Failure to File Proofs of Claim

17. Unless this Court orders otherwise, pursuant to sections 105(a) and 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(2), any party that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules or this Order with respect to a particular Claim against the Debtors, but that fails to

do so by the applicable Bar Date, shall be forever barred, estopped, and enjoined from: (a) asserting any such Claim against the Debtors or their estates or properties (and the Debtors and their properties and estates shall be forever discharged from any and all indebtedness or liability with respect to such Claim) that (i) is in an amount that exceeds the amount, if any, that is identified in the Schedules on behalf of such person or entity as undisputed, noncontingent, and liquidated or (ii) is of a different nature or classification than any such Claim identified in the Schedules on behalf of such person or entity (any such Claim under this subsection (a), an “Unscheduled Claim”); or (b) voting on, or receiving distributions under, any chapter 11 plan in these Chapter 11 Cases in respect of an Unscheduled Claim.

Procedures for Filing Proofs of Claim

18. The following procedures shall apply for the filing of Proofs of Claim:
 - (a) Except as otherwise provided herein, all holders of Claims against the Debtors must file a Proof of Claim. Each Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the applicable Proof of Claim Forms attached to this Order as **Exhibit 2-A**, **Exhibit 2-B** and **Exhibit 2-C**, or Official Bankruptcy Form No. 410; (iv) set forth with specificity the legal and factual basis for the alleged Claim; and (v) be signed by the claimant, the claimant’s attorney, or, if the claimant is not an individual, by an authorized agent or representative of the claimant; *provided* that, in the case of Proofs of Claim submitted on behalf of minors, including minors diagnosed with Neonatal Abstinence Syndrome, such Proofs of Claim may be signed by parents, foster parents, and legal guardians.
 - (b) A claimant may attach to the claimant’s completed Proof of Claim any documents on which the Claim is based (if voluminous, a summary may be attached) if the claimant would like, but the claimant is not required to do so, and failure to attach any such documents will not affect the claimant’s ability to submit a Proof of Claim or result in the denial of the Claim. A claimant may be required, in the future, to provide supporting documents for the Claim. A claimant may also amend or supplement the claimant’s Proof of Claim after it is filed, including, for the avoidance of doubt, after the applicable Bar Date, but not, without permission from the Court, to assert a new or additional Claim. Claimants must not send original documents with their Proofs of Claim, as they will not be returned to claimants and may be destroyed after they are processed and reviewed.

- (c) Claimants asserting Claims on Non-Opioid Proof of Claim Forms that do not relate to the Debtors' transvaginal mesh or ranitidine products are required to (i) specify by name and case number the Debtor against which such Proof of Claim is filed and (ii) file separate Proofs of Claim against each Debtor with respect to which any such holder may have a Claim.
- (d) All Proofs of Claim asserted on Non-Opioid Proof of Claim Forms that relate to the Debtors' transvaginal mesh or ranitidine products will be docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by a holder, and shall be deemed filed as against each of the Debtors that are defendants in prepetition litigation that relate to transvaginal mesh or ranitidine products, respectively. For the avoidance of doubt, holders asserting Claims on Non-Opioid Proof of Claim Forms that relate to the Debtors' transvaginal mesh or ranitidine products are not required to (i) specify by name and case number the Debtor against which such Proof(s) of Claim is filed and (ii) file separate Proofs of Claim against each Debtor with respect to which any such holder may have a Claim.
- (e) All Proofs of Claim asserted on Personal Injury Opioid Proof of Claim Forms and General Opioid Proof of Claim Forms will be docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by a holder, and shall be deemed filed as against each of the Debtors that are defendants in prepetition opioid-related litigation. For the avoidance of doubt, holders asserting Claims on Personal Injury Opioid Proof of Claim Forms and General Opioid Proof of Claim Forms are not required to (i) specify by name and case number the Debtor against which such Proof(s) of Claim is filed and (ii) file separate Proofs of Claim against each Debtor with respect to which any such holder may have a Claim.
- (f) Proofs of Claim must be filed either (i) electronically through the Claims and Noticing Agent's website (the "Case Website") using the interface available on such website located at <https://restructuring.ra.kroll.com/endo> under the link entitled "Submit a Claim" (the "Electronic Filing System") or (ii) by delivering the original Proof of Claim Form by hand or mailing the original Proof of Claim Form so that it is actually received by the Claims and Noticing Agent or the Clerk of this Court on or before the applicable Bar Date. Original Proof of Claim Forms should be sent to:

If by first class mail:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

OR

United States Bankruptcy Court
Southern District of New York
One Bowling Green, Room 614
New York, NY 10004-1408

If by hand delivery, or overnight courier:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

- (g) A Proof of Claim shall be deemed timely filed only if it is actually received by the Claims and Noticing Agent or the Clerk of this Court (i) at the applicable address listed above in subparagraph (e) or (ii) electronically through the Electronic Filing System on or before the applicable Bar Date.
- (h) Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission (other than Proofs of Claim filed electronically through the Electronic Filing System) will not be accepted.
- (i) Any Proof of Claim asserting a Claim entitled to priority under section 503(b)(9) of the Bankruptcy Code also must: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; and (ii) attach any documentation identifying the particular invoices for which such Claim is being asserted.
- (j) If a creditor wishes to receive acknowledgement of the Claims and Noticing Agent's receipt of a Proof of Claim, the creditor also must submit to the Claims and Noticing Agent by the applicable Bar Date and concurrently with its original Proof of Claim (i) a copy of the original Proof of Claim and (ii) a self-addressed, stamped return envelope. Claimants who submit Proofs of Claim through the Claims and Noticing Agent's website interface will receive an electronic mail confirmation of such submission.
- (k) The following categories of individuals or entities may file one or more consolidated Proofs of Claim on behalf of multiple claimants as set forth below (each a "Consolidated Claim"):
 - (i) Any member of an ad hoc committee or ad hoc group that has filed verified statements pursuant to Bankruptcy Rule 2019 in these cases as of the date of this Order on behalf of each and every member of the applicable ad hoc committee or ad hoc group, or any subgroup thereof, that elects to be included in the applicable Consolidated Claim, which Consolidated Claim may be filed by lead counsel for such ad hoc committee or ad hoc group and docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by such ad hoc committee or group or such counsel, *provided* that such Consolidated Claim has attached either (1) individual Proof of Claim Forms for each member, or (2) a spreadsheet or other form of documentation that lists each member and provides individualized information that substantially conforms to information requested in the applicable Proof of Claim Form;
 - (ii) Notwithstanding the foregoing, any individual, or any entity, for the avoidance of doubt including any attorney or law firm, representing multiple opioid claimants, which provides authorization from those opioid claimants to be included on a Consolidated Claim (each such authorizing individual or entity holding an opioid claim, a "Consenting Claimant")— which authorization shall be (a) in the form of an affidavit from the individual (including any attorney or law firm) representing multiple opioid claimants stating that such individual represents the Consenting Claimants and has authorization to file the Consolidated Claim, or (b) some other form

reasonably acceptable to the Debtors and the OCC—may file, amend and/or supplement a Consolidated Claim on behalf of such Consenting Claimants and docket such Consolidated Claim against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), *provided* that such Consolidated Claim has attached either (1) an individual Proof of Claim Form for each Consenting Claimant, or (2) a spreadsheet or other form of documentation that lists each Consenting Claimant and provides individualized information that substantially conforms to information requested in the applicable Proof of Claim Form; and

- (iii) Any health plan, health insurer, health plan administrator, or other third party payor of relevant claims (each a “TPP”), on account of any or all plan sponsors, employer groups, or fully insured or self-funded programs administered by such TPP; provided that such Consolidated Claim must be publicly filed and accompanied by a spreadsheet or other form of documentation reasonably acceptable to the Debtors that includes a unique identifier for each self-funded program administered by such TPP. Contemporaneously with such public submission, the TPP shall send an email to EndoInquiries@ra.kroll.com requesting credentials in order to upload information relating to such Consolidated Claim to a secure website. As soon as reasonably practicable after receipt of such credentials, the TPP shall upload to the website identified by the Claims and Noticing Agent a spreadsheet listing the name of each such self-funded program administered by such TPP included in the Consolidated Claim along with the unique identifier that was submitted on the publicly submitted claim, which spreadsheet shall be treated as highly confidential in accordance with the Confidentiality Protocol (as defined below). Such TPP may, but need not, include any of its other Claims, including but not limited to fully insured, at risk, and direct Claims, in the same Proof of Claim Form. To the extent that a TPP employs a good faith method to determine its Claim(s) amount for the purposes of filing a Proof of Claim but the Debtors at a later date require the TPP to employ a different calculation methodology for purposes of an intra-TPP allocation, the TPP retains the right to modify its calculation, without prejudice to its claim, in accordance with the Debtors’ required methodology and the Debtors reserve all rights with respect thereto;

and each Consolidated Claim shall be deemed filed as against each of the Debtors, as applicable, (x) identified in such Consolidated Claim (in the case of Claims asserted on the Non-Opioid Proof of Claim Form that do not relate to the Debtors’ transvaginal mesh or ranitidine products), (y) that are defendants in prepetition litigation that relate to transvaginal mesh or ranitidine products (in the case of Claims asserted on the Non-Opioid Proof of Claim Form that relate to the Debtors’ transvaginal mesh or ranitidine products) or (z) that are defendants in prepetition opioid-related litigation (in the case of Claims that are asserted on the Personal Injury Opioid Proof of Claim Form or the General Opioid Proof of Claim Form).

19. Notwithstanding anything to the contrary in this Order, the Motion, any provision of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines, any other order of this Court, any Proof of Claim Form or notice of the Bar Dates, the Consolidated Claim(s) shall have the same effect as if each member of the applicable ad hoc group or committee (or sponsor in the case of a TPP) had individually filed its own Proof of Claim against each of the Debtors as applicable, (x) identified in such Consolidated Claim (in the case of Claims asserted on the Non-Opioid Proof of Claim Form that do not relate to the Debtors' transvaginal mesh or ranitidine products), (y) that are defendants in prepetition litigation that relate to transvaginal mesh or ranitidine products (in the case of Claims asserted on the Non-Opioid Proof of Claim Form that relate to the Debtors' transvaginal mesh or ranitidine products) or (z) that are defendants in prepetition opioid-related litigation (in the case of Claims that are asserted on the Personal Injury Opioid Proof of Claim Form or the General Opioid Proof of Claim Form).

20. Subject to the following sentences in this paragraph, and solely for administrative convenience, holders of claims arising from the Debtors' opioid products shall be permitted to file "Class" proofs of claim on behalf of (a) insurance ratepayers, (b) private hospitals, (c) public schools, and (d) claimants seeking to establish a Neonatal Abstinence Syndrome medical monitoring program. For the avoidance of doubt, if these Chapter 11 Cases result in (x) the consummation of a sale of substantially all of the Debtors' assets to the Stalking Horse Bidder pursuant to the Stalking Horse Agreement (each as defined in the Bidding Procedures Motion), (y) the consummation of a sale to a party (or parties) that submits a higher or otherwise better bid and such bid provides for the establishment of one or more trusts for the benefit of opioid claimants which trust(s) provides substantially similar recoveries to opioid claimants on substantially similar terms to the then-proposed voluntary trusts contemplated to be established by the Stalking Horse

Bidder (a “Comparable Opioid Trust(s)”) or (z) a plan of reorganization that provides for the establishment of a Comparable Opioid Trust(s), then such “Class” proofs of claim shall be presumed valid for purposes of administrative convenience only. If, however, these Chapter 11 Cases result in an alternative transaction, including but not limited to (1) the consummation of a sale to a party (or parties) that submits a higher or otherwise better bid and such bid does not provide for the establishment of a Comparable Opioid Trust(s) or (2) a plan of reorganization that does not provide for the establishment of a Comparable Opioid Trust(s), then such “Class” proofs of claim shall not be presumed valid or allowed, and all parties shall have the right to object to the filing and/or validity of such class proofs of claim, and the burden of proof with regard to the validity of such class proofs of claim shall be on the claimant group seeking to file such claim.

The Confidentiality Protocol

21. All Proofs of Claim submitted by personal injury claimants on Personal Injury Opioid Proof of Claim Forms, on Non-Opioid Proof of Claim Forms that are indicated as personal injury claims by marking the appropriate selection included in the Non-Opioid Proof of Claim Form, or on a non-case specific proof of claim form submitted prior to the entry of this Bar Date Order, and any supporting documentation submitted with such forms, shall be held and treated as ***highly confidential*** by, and shall only be made available to: (i) the Debtors, (ii) the Debtors’ advisors, including their counsel and financial advisor, (iii) the Claims and Noticing Agent and other parties assisting the Debtors with claims administration, (iv) the Debtors’ insurers and insurance brokers, (v) upon request, and on a professional eyes only basis, to (1) the Ad Hoc First Lien Group, (2) the UCC, (3) the OCC, and (4) the Future Claimants’ Representative and his advisors and (vi) such other persons as the Court determines are required to have the information in order to evaluate any personal injury Claims (the parties listed in subclauses (i)-(vi) collectively,

the “Authorized Parties”) subject to each Authorized Party agreeing to be bound by the Protective Order (as defined below) (or if the transmission of such highly confidential information to such Authorized Party is otherwise permitted under the Protective Order) and applicable data privacy laws, and shall not be made available to the public (collectively, the rules governing confidentiality, the “Confidentiality Protocol”).

22. For the avoidance of doubt, only the Claim number, Claim amount, and the total number of personal injury Claims, including any subcategories thereof (such as Claims relating to opioids (including for the avoidance of doubt claims on behalf of minors with Neonatal Abstinence Syndrome), transvaginal mesh and ranitidine), will be made publicly available on the Case Website and included in the publicly available claims register. Subject to the preceding paragraph, copies of Proofs of Claim submitted by personal injury claimants and supporting documentation shall be treated as Professional Eyes Only/Highly Confidential Information as set forth in the Stipulation and Protective Order entered by the Court on November 9, 2022 [Docket No. 623] (the “Protective Order”), and, as applicable, as Information Protected Pursuant to the Health Insurance Portability and Accountability Act of 1996, and made available only to the Court and the Authorized Parties.

23. Other than as set forth in paragraphs 21 and 22, all Proofs of Claim will be made publicly available on the Case Website in their entirety (unless the Claims and Noticing Agent, in its discretion, reasonably determines that a personal injury claimant mistakenly neglected to indicate that its Claim relates to a personal injury; *provided, however*, the Claims and Noticing Agent shall be exculpated and shall have no liability for making an improperly completed Proof of Claim publicly available on its Case Website). The Claims and Noticing Agent shall be under no obligation or duty to advise claimants or make determinations as to whether the Proof of Claim was appropriately completed, and shall be exculpated from liability, and shall be under no

obligation or duty to advise claimants and/or make determinations as to whether the appropriate information was included in a Proof of Claim; *provided, however*, to the extent that a claimant seeks such advice, the Claims and Notice Agent shall refer the claimant to the instructions detailing the Proof of Claim Forms in the Bar Date Notice and to the Case Website at <https://restructuring.ra.kroll.com/endo/Home-DocketInfo>; *provided, further, however*, that in no event shall the Claims and Noticing Agent be exculpated in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

The Supplemental Notice Plan for Unknown Claimants and Parties in Interest

24. The Supplemental Notice Plan, as described in the Kroll Declaration and as modified herein, is hereby approved and shall be deemed good, adequate, and sufficient publication notice to unknown claimants of the Bar Dates and the procedures for filing Proofs of Claim in these Chapter 11 Cases.

25. Notwithstanding anything to the contrary in this Order, the Debtors shall consult with the OCC and Ad Hoc First Lien Group regarding, and provide drafts of, all materials comprising or related to the Supplemental Notice Plan or the Media Notice Plan, including, but not limited to, any internet, television, print, radio, press releases, billboards, community outreach materials and other materials or copy created by the Debtors to implement the Supplemental Notice Plan or the Media Notice Plan to the OCC and Ad Hoc First Lien Group for review and comment. The OCC and Ad Hoc First Lien Group shall work in good faith to provide comments and feedback to any such materials as soon as possible, so as not to affect the timeline set forth in this Order.

26. Pursuant to Bankruptcy Rule 2002(1) and the Guidelines, the Debtors shall cause a streamlined version of the Bar Date Notice, substantially in the form attached to this Order as **Exhibit 3** (the “WSJ Notice”), to be published in *The Wall Street Journal*. A further simplified

version of the Bar Date Notice shall be published in accordance with the Media Notice Plan set forth in the Kroll Declaration.

27. The ACE Companies and the Chubb Companies: Notwithstanding anything to the contrary in this Order, any provision of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, any Proof of Claim Form or any Bar Date Notice, (a) ACE American Insurance Company, on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “ACE Companies”), may file a single consolidated Proof of Claim based on the insurance policies issued by any of the ACE Companies to (or providing coverage to) the Debtors (or their predecessors) and any agreements related thereto (the “ACE Proof of Claim”) in the chapter 11 case of Endo International plc, Case No. 22-22549 (the “Lead Case”), which shall be deemed filed by each of the ACE Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors; (b) Federal Insurance Company, on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “Chubb Companies”), may file a single consolidated Proof of Claim based on the insurance policies issued by any of the Chubb Companies to (or providing coverage to) the Debtors (or their predecessors) and any agreements related thereto (the “Chubb Proof of Claim,” and collectively with the ACE Proof of Claim, the “ACE and Chubb Consolidated Claims”) in the Lead Case, which shall be deemed filed by each of the Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors; and (c) as the documents supporting the ACE and Chubb Consolidated Claims are voluminous and contain confidential information, the documents supporting the ACE and Chubb Consolidated Claims will not need to be filed with the ACE and Chubb Consolidated Claims. Nothing contained in this paragraph shall be construed as a waiver or modification of any rights, claims or defenses, including, without limitation, the right of the ACE Companies or the Chubb

Companies to (a) assert joint and several liability against some or all of the Debtors, (b) modify the Debtor(s) against which the ACE and Chubb Consolidated Claims are asserted, or (c) amend the amount or nature of the ACE and Chubb Consolidated Claims; *provided, however*, that the ACE and Chubb Consolidated Claims shall not be disallowed, reduced or expunged solely on the basis that the ACE and Chubb Consolidated Claims are filed (i) only in the Lead Case and only against Endo International plc (instead of in the bankruptcy cases of each or any of the other Debtors), and/or (ii) only by either ACE American Insurance Company or Federal Insurance Company (instead of by each of the ACE Companies and the Chubb Companies); *provided, further*, that the Debtors' and all parties in interests' rights, defenses and objections in respect of any Claims filed by the ACE Companies or the Chubb Companies, other than for the express reasons listed in subpoints (i) and (ii) of this sentence, are fully preserved.

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

29. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

30. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

31. Nothing contained in this Order, the Motion, or any Proof of Claim or notice of the Bar Dates is intended to be or shall be construed as an admission of the Debtors' liability, an admission as to the validity of any Claim against the Debtors, or a waiver of the Debtors' or any appropriate party in interest's rights to dispute any Claim.

32. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing a date by which holders of Claims or interests not subject to the Bar Dates established herein must file such Proofs of Claim or interest or be barred from doing so.

33. To the extent that the Debtors, with the consent of the UCC, the OCC and the Ad Hoc First Lien Group, seek to extend the General Bar Date, the Debtors may do so upon notice including a statement that the relief requested therein may be granted, pursuant to Local Rule 9074-1, without a hearing if no objection is timely filed and served in accordance with the *Order Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures*, entered on October 12, 2022 [Docket No. 374].

34. The Debtors and the Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

35. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: April 3, 2023
New York, New York

/s/ *James L. Garrity, Jr.*

HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bar Date Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK***In re***ENDO INTERNATIONAL plc, et al.,****Debtors.¹****Chapter 11****Case No. 22-22549 (JLG)****(Jointly Administered)****NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM****GENERAL BAR DATE IS JULY 7, 2023 AT 5:00 P.M. (EASTERN TIME)****GOVERNMENTAL BAR DATE IS MAY 31, 2023 AT 5:00 P.M. (EASTERN TIME)**

TO: ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE ABOVE-CAPTIONED DEBTORS:

On _____, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order [Docket No. ___] (the “Bar Date Order”) establishing, among other things, certain deadlines for the filing of proofs of claim (each, a “Proof of Claim”) in the cases of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

By the Bar Date Order, the Court established **July 7, 2023 at 5:00 p.m., prevailing Eastern Time** (the “General Bar Date”) as the general deadline for all persons and entities other than Governmental Units (as defined below) to file Proofs of Claim in the Debtors’ chapter 11 cases for all Claims (as defined below) against the Debtors that arose or are deemed to have arisen prior to the date on which the Debtors commenced their chapter 11 cases, August 16, 2022 (the “Petition Date”), including, but not limited to, secured claims, priority claims, personal injury claims, and claims arising under section 503(b)(9) of the Bankruptcy Code,² except as otherwise provided in the Bar Date Order and as described in the section titled “Proofs of Claim not Required to be Filed by the General Bar Date” below. Please note that, as described below in the section titled “Who Must File a Proof of Claim and the Applicable Bar Dates,” to the extent that the stalking horse bidder is the

¹ The last four digits of Debtor Endo International plc’s tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

² A claim arising under section 503(b)(9) of the Bankruptcy Code is a claim arising from the value of any goods received by the Debtors within 20 days before the Petition Date, provided that the goods were sold to the Debtors in the ordinary course of business.

successful bidder in the Debtors' proposed marketing and sale process, certain general unsecured creditors may be eligible to participate in a rights offering and any rights with respect thereto may be subject to separate deadlines.

By the Bar Date Order, the Court also established **May 31, 2023 at 5:00 p.m., prevailing Eastern Time** (the "Governmental Bar Date") as the general deadline for certain Governmental Units to file Proofs of Claim in the Debtors' chapter 11 cases for all Claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, except as otherwise provided in the Bar Date Order. As described below, the Bar Date Order also establishes different bar dates for certain categories of Claims, including for Claims based on or involving the manufacturing, marketing, and/or sale of opioids asserted by: (i) all municipalities and other local governmental subdivisions (collectively, the "Local Governments"), (ii) all Federally Recognized Native American Tribes (collectively, the "Tribes"), (iii) all fifty states of the United States of America and the District of Columbia (collectively, the "States") and (iv) any of the following territories of the United States of America: American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands (collectively, the "Territories").

For your convenience, enclosed with this notice (this "Notice") are certain proof of claim form(s). Please note that there are different proof of claim forms for: (a) personal injury opioid claimants (the "Personal Injury Opioid Proof of Claim Form"), and/or (b) all other opioid claimants (i.e., non-personal injury), including any person, Governmental Units, Tribes and other entities (the "General Opioid Proof of Claim Form") and/or (c) all other potential claimants (the "Non-Opioid Proof of Claim Form," and together with the Personal Injury Opioid Proof of Claim Form and the General Opioid Proof of Claim Form, the "Proof of Claim Forms") but not all potential claimants will receive all of the foregoing Proof of Claim Forms.

The Proof of Claim Form or a document accompanying the Proof of Claim Form will state, along with your name, whether your Claim is listed in the Debtors' schedules of assets and liabilities and statements of financial affairs filed in the Debtors' chapter 11 cases (as may be amended) (collectively, the "Schedules" and "Statements") and, if so, whether your Claim is listed as: (y) disputed, contingent, or unliquidated; and (z) secured, unsecured, or priority. The dollar amount of the Claim (as listed in the Schedules) also will be identified on the Proof of Claim Form. In the event of any conflict between the Claim information included in the Proof of Claim Form and the information provided in the Schedules, the Schedules shall control. If the Debtors believe that you may hold different classifications of Claims against the Debtors, you will receive multiple Proof of Claim Forms, each of which will reflect the nature, amount, and classification of your Claim against the Debtors, as listed in the Schedules.

If you received multiple Proof of Claim Forms, then please review the instructions carefully to determine which Proof of Claim Form(s) to use to file your claim(s). If you believe that you did not receive the applicable Proof of Claim Form(s), you may access and submit your claim electronically through the website of the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC (the "Claims and Noticing Agent") as described below. Alternatively, you may contact the Claims and Noticing Agent to request an additional Proof of Claim Form(s). Contact information for the Claims and Noticing Agent is provided below. The Claims and Noticing Agent will also have representatives available to provide you with additional information regarding the chapter 11 cases and the filing of a Proof of Claim.

This Notice is being sent to many persons and entities that have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors. The fact that you have received this Notice does not mean that you have a Claim or that the Debtors or the Court believe that you have a Claim against the Debtors.

General Information about the Debtors' Chapter 11 Cases. The Debtors' cases are being jointly administered under case number 22-22549 (JLG). On September 2, 2022, the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors (the "UCC") and an Official Committee of Opioid Claimants (the "OCC") in the chapter 11 cases. No trustee or examiner has been appointed in the chapter 11 cases.

Individual Debtor Information. The last four digits of each Debtor's federal tax identification number are set forth below. The Debtors' mailing address is 1400 Atwater Drive Malvern, PA 19355.

Debtor	Case No.	Federal Tax ID
Par Pharmaceutical, Inc.	Case No. 22-22546 (JLG)	XX-XXX8342
Actient Pharmaceuticals LLC	Case No. 22-22547 (JLG)	XX-XXX7232
70 Maple Avenue, LLC	Case No. 22-22548 (JLG)	XX-XXX1491
Endo International plc	Case No. 22-22549 (JLG)	XX-XXX3755
Endo Ventures Limited	Case No. 22-22550 (JLG)	XX-XXX6029
Anchen Incorporated	Case No. 22-22552 (JLG)	XX-XXX8760
Generics International (US), Inc.	Case No. 22-22554 (JLG)	XX-XXX6489
Anchen Pharmaceuticals, Inc.	Case No. 22-22556 (JLG)	XX-XXX9179
DAVA Pharmaceuticals, LLC	Case No. 22-22558 (JLG)	XX-XXX7354
Endo Par Innovation Company, LLC	Case No. 22-22561 (JLG)	XX-XXX2435
Generics Bidco I, LLC	Case No. 22-22563 (JLG)	XX-XXX6905
Innoteq, Inc.	Case No. 22-22565 (JLG)	XX-XXX3381
JHP Acquisition, LLC	Case No. 22-22567 (JLG)	XX-XXX7861
JHP Group Holdings, LLC	Case No. 22-22569 (JLG)	XX-XXX7688
Kali Laboratories, LLC	Case No. 22-22572 (JLG)	XX-XXX4898
Moore's Mill Properties L.L.C.	Case No. 22-22574 (JLG)	XX-XXX9523
Par Pharmaceutical Companies, Inc.	Case No. 22-22576 (JLG)	XX-XXX8301
Par Pharmaceutical Holdings, Inc.	Case No. 22-22578 (JLG)	XX-XXX3135
Par Sterile Products, LLC	Case No. 22-22580 (JLG)	XX-XXX0105
Par, LLC	Case No. 22-22582 (JLG)	XX-XXX1286
Quartz Specialty Pharmaceuticals, LLC	Case No. 22-22584 (JLG)	XX-XXX5368
Vintage Pharmaceuticals, LLC	Case No. 22-22586 (JLG)	XX-XXX7882
Actient Therapeutics LLC	Case No. 22-22588 (JLG)	XX-XXX2019
Astora Women's Health Ireland Limited	Case No. 22-22591 (JLG)	XX-XXX5829
Astora Women's Health, LLC	Case No. 22-22594 (JLG)	XX-XXX0427

Debtor	Case No.	Federal Tax ID
Auxilium International Holdings, LLC	Case No. 22-22596 (JLG)	XX-XXX9643
Auxilium Pharmaceuticals, LLC	Case No. 22-22598 (JLG)	XX-XXX6883
Auxilium US Holdings, LLC	Case No. 22-22601 (JLG)	XX-XXX8967
Bermuda Acquisition Management Limited	Case No. 22-22603 (JLG)	N/A
BioSpecifics Technologies LLC	Case No. 22-22605 (JLG)	XX-XXX4851
Branded Operations Holdings, Inc.	Case No. 22-22608 (JLG)	XX-XXX6945
DAVA International, LLC	Case No. 22-22610 (JLG)	XX-XXX9945
Endo Aesthetics LLC	Case No. 22-22613 (JLG)	XX-XXX0218
Endo Bermuda Finance Limited	Case No. 22-22615 (JLG)	XX-XXX4093
Endo Designated Activity Company	Case No. 22-22551 (JLG)	XX-XXX7135
Endo Eurofin Unlimited Company	Case No. 22-22553 (JLG)	XX-XXX2009
Endo Finance IV Unlimited Company	Case No. 22-22555 (JLG)	XX-XXX2779
Endo Finance LLC	Case No. 22-22557 (JLG)	XX-XXX6481
Endo Finance Operations LLC	Case No. 22-22559 (JLG)	XX-XXX6355
Endo Finco Inc.	Case No. 22-22560 (JLG)	XX-XXX5794
Endo Generics Holdings, Inc.	Case No. 22-22562 (JLG)	XX-XXX4834
Endo Global Aesthetics Limited	Case No. 22-22564 (JLG)	XX-XXX2898
Endo Global Biologics Limited	Case No. 22-22566 (JLG)	XX-XXX2735
Endo Global Development Limited	Case No. 22-22568 (JLG)	XX-XXX4785
Endo Global Finance LLC	Case No. 22-22570 (JLG)	XX-XXX7754
Endo Global Ventures	Case No. 22-22571 (JLG)	XX-XXX4244
Endo Health Solutions Inc.	Case No. 22-22573 (JLG)	XX-XXX2871
Endo Innovation Valera, LLC	Case No. 22-22575 (JLG)	XX-XXX3622
Endo Ireland Finance II Limited	Case No. 22-22577 (JLG)	XX-XXX0535
Endo LLC	Case No. 22-22579 (JLG)	XX-XXX6640
Endo Luxembourg Finance Company I S.à r.l.	Case No. 22-22581 (JLG)	XX-XXX3863
Endo Luxembourg Holding Company S.à r.l.	Case No. 22-22583 (JLG)	XX-XXX7168
Endo Luxembourg International Financing S.à r.l.	Case No. 22-22585 (JLG)	XX-XXX2905
Endo Management Limited	Case No. 22-22587 (JLG)	XX-XXX4866
Endo Pharmaceuticals Finance LLC	Case No. 22-22589 (JLG)	XX-XXX5768
Endo Pharmaceuticals Inc.	Case No. 22-22590 (JLG)	XX-XXX5829
Endo Pharmaceuticals Solutions Inc.	Case No. 22-22592 (JLG)	XX-XXX7911
Endo Pharmaceuticals Valera Inc.	Case No. 22-22593 (JLG)	XX-XXX9931
Endo Procurement Operations Limited	Case No. 22-22595 (JLG)	XX-XXX7840
Endo TopFin Limited	Case No. 22-22597 (JLG)	XX-XXX8086
Endo U.S. Inc.	Case No. 22-22599 (JLG)	XX-XXX0786
Endo US Holdings Luxembourg I S.à r.l.	Case No. 22-22600 (JLG)	XX-XXX7910
Endo Ventures Aesthetics Limited	Case No. 22-22602 (JLG)	XX-XXX9967

Debtor	Case No.	Federal Tax ID
Endo Ventures Bermuda Limited	Case No. 22-22604 (JLG)	XX-XXX0688
Endo Ventures Cyprus Limited	Case No. 22-22606 (JLG)	XX-XXX1544
Generics International (US) 2, Inc.	Case No. 22-22607 (JLG)	XX-XXX5075
Generics International Ventures Enterprises LLC	Case No. 22-22609 (JLG)	XX-XXX4685
Hawk Acquisition Ireland Limited	Case No. 22-22611 (JLG)	XX-XXX4776
Kali Laboratories 2, Inc.	Case No. 22-22612 (JLG)	XX-XXX6751
Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.	Case No. 22-22614 (JLG)	XX-XXX0601
Paladin Labs Canadian Holding Inc.	Case No. 22-22616 (JLG)	N/A
Paladin Labs Inc.	Case No. 22-22617 (JLG)	XX-XXX1410
Par Laboratories Europe, Ltd.	Case No. 22-22618 (JLG)	XX-XXX9597
Par Pharmaceutical 2, Inc.	Case No. 22-22619 (JLG)	XX-XXX4895
Slate Pharmaceuticals, LLC	Case No. 22-22620 (JLG)	XX-XXX6201
Timm Medical Holdings, LLC	Case No. 22-22621 (JLG)	XX-XXX8744

A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

KEY DEFINITIONS

As used in this Notice, the terms “Entity” or “entity,” “Governmental Unit,” “affiliate” and “Claim” or “claim” have the meanings given to them under section 101 of the Bankruptcy Code.

As used herein, “Future Claim” means a claim represented by the Future Claimants’ Representative (“Future Claimants’ Representative”) appointed in these chapter 11 cases.

WHO MUST FILE A PROOF OF CLAIM AND THE APPLICABLE BAR DATES

The Bar Date Order establishes the following deadlines for filing Proofs of Claim in the Debtors’ chapter 11 cases (collectively, the “Bar Dates”):

- (a) **The General Bar Date.** Pursuant to the Bar Date Order, except as described below, all persons or entities holding Claims (whether secured, unsecured priority, or unsecured nonpriority) against a Debtor that arose, or are deemed to have arisen, before the Petition Date are required to file a Proof of Claim so that it is received by the Claims and Noticing Agent on or before the General Bar Date. Please note that as part of a settlement reached between the UCC and certain holders of the Debtors’ first lien debt, to the extent that the stalking horse bidder is the successful bidder in the Debtors’ proposed marketing and sale process, certain general unsecured creditors may be eligible to participate in a rights offering to purchase shares in the public limited company that is proposed to serve as the stalking horse bidder. Any rights that a general unsecured creditor may have with respect to

participation in the rights offering may be subject to separate deadlines. You may have received a letter from the UCC which provides additional details regarding the rights offering. If you are a general unsecured creditor but have not received a letter from the UCC, you may contact the Claims and Noticing Agent (EndoInquiries@ra.kroll.com). General unsecured creditors are encouraged to consult with an attorney regarding any questions relating to the rights offering.

- (b) **The Governmental Bar Date.** Pursuant to the Bar Date Order, except as described below, all Governmental Units holding Claims (whether secured, unsecured priority, or unsecured nonpriority) against a Debtor that arose, or are deemed to have arisen, before the Petition Date are required to file a Proof of Claim so that it is received by the Claims and Noticing Agent on or before the Governmental Bar Date.
- (c) **The State/Local Governmental Opioid Bar Date.** (i) All Local Governments, (ii) all Tribes, (iii) all States and (iv) any Territories that wish to assert a Claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of opioids that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent by the earlier of (1) 10:00 a.m. (Prevailing Eastern Time) on the date set for the (first) disclosure statement hearing for any chapter 11 plan in these Chapter 11 Cases and (2) 5:00 p.m. (Prevailing Eastern Time) on the date that is 35 days after the date on which the Debtors file on the docket and serve a supplemental notice setting a deadline for such Local Governments, Tribes, States and/or Territories to file Proofs of Claim (such deadline, as applicable, the “State/Local Governmental Opioid Bar Date” and such notice, a “Supplemental Notice of State/Local Governmental Opioid Bar Date”). The Supplemental Notice(s) of State/Local Governmental Opioid Bar Date shall either be filed with the Debtors’ proposed disclosure statement or on its own, but in no event shall any State/Local Governmental Opioid Bar Date be set for a date that is earlier than June 14, 2023. Notwithstanding anything contained herein, any States and/or Territories that do not elect to participate in the public opioid settlement contemplated by the stalking horse bid by the expiration of the public opioid trust opt-in period and wish to assert a Claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of opioids that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent by 5:00 p.m. (Prevailing Eastern Time) on the date that is 30 days after the General Bar Date; *provided* that in no event shall such date be later than September 15, 2023.
- (d) **The Rejection Bar Date.** Any person or entity asserting Claims arising from or relating to the Debtors’ rejection of an executory contract or unexpired lease pursuant to an order of the Court that is entered prior to confirmation of a chapter 11 plan is required to file a proof of claim, as provided herein, so that it is received by the Claims and Noticing Agent on or before the later of: (i) the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable; and (ii) 5:00 p.m., prevailing Eastern Time, on the date that is 30 days

after the effective date of rejection of such executory contract or unexpired lease (the “Rejection Bar Date”).

- (e) **The Amended Schedule Bar Date**. If, after the date of this Notice, the Debtors amend or modify the Schedules to reduce the undisputed, noncontingent, and liquidated amount or to change the nature or classification of any Claim against the Debtors, the negatively impacted claimant may file a timely proof of claim or amend any previously filed proof of claim in respect of the amended scheduled Claim on or before the later of (i) the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable; and (ii) 30 days after the date that notice of the applicable amendment to the Schedules is served on the affected claimant (the “Amended Schedule Bar Date”). By contrast, if (i) the amendment to the Schedules improves the amount or treatment of a previously scheduled or filed Claim and (ii) the affected claimant previously was served with a notice of the Bar Dates, the affected claimant will be subject to the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable. If the Debtors amend or modify their Schedules with respect to any Claim that the Debtors state has been satisfied, such paid creditor shall not be required to file a proof of claim with respect to the satisfied Claim unless the creditor disputes that such Claim has been satisfied. Notwithstanding the foregoing, nothing contained herein precludes the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

Subject to the terms described above for holders of claims subject to the Rejection Bar Date and the Amended Schedule Bar Date, and unless they hold a type of claim described in the below section, “Proofs of Claim Not Required to Be Filed By the General Bar Date,” or unless the Court orders otherwise, the following persons and entities must file Proofs of Claim in the chapter 11 cases on or before the applicable Bar Date:

- (a) any person or entity (i) whose Claim against a Debtor is not listed in the Debtors’ Schedules or is listed as disputed, contingent, or unliquidated and (ii) that desires to participate in the Debtors’ chapter 11 cases or share in any distribution in these chapter 11 cases;
- (b) any person or entity that (i) believes that its Claim is improperly classified in the Schedules or is listed in an incorrect amount and (ii) desires to have its Claim allowed in a classification or amount different from the classification or amount identified in the Schedules;
- (c) any person or entity that believes that its Claim as listed in the Schedules is not an obligation of the specific Debtor against which such Claim is listed and that desires to have its Claim allowed against a Debtor other than the Debtor identified in the Schedules; and
- (d) any person or entity holding a Claim that is allowable under section 503(b)(9) of the Bankruptcy Code as an administrative expense in these chapter 11 cases.

If it is unclear from the Schedules whether your prepetition Claim is disputed, contingent, or unliquidated as to amount or is otherwise properly listed and classified, you must file a Proof of Claim on or before the applicable Bar Date or your rights and claims may be waived. Any party that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein. In addition, failure to file a Proof of Claim may prevent you from sharing in distributions from the Debtors' bankruptcy estates if you have a Claim that arose prior to Petition Date, and is not one of the types of claims described in the below section, "Proofs of Claim Not Required to Be Filed By the General Bar Date."

WHICH PROOF OF CLAIM FORM TO FILE

You should file the appropriate Court-approved Proof of Claim Form(s) that accompanies this Notice. If you believe that you did not receive the applicable Proof of Claim Form(s), you may access and submit your claim electronically through the Case Website or contact the Claims and Noticing Agent to request an additional Proof of Claim Form(s).

Personal Injury Opioid Proof of Claim Form:

If you have a Claim against the Debtors based on your own personal injury or another person's personal injury (for example, you are filing on behalf of a deceased or incapacitated individual or a minor) related to the taking of an opioid product manufactured, marketed, and/or sold by the Debtors, you should file the Personal Injury Opioid Proof of Claim Form or a substantially similar form.

For example, individuals seeking damages for death, addiction or dependence, lost wages, loss of consortium, or Neonatal Abstinence Syndrome ("NAS"), regardless of the legal cause of action (fraud, negligence, misrepresentation, conspiracy, etc.), should file the Personal Injury Opioid Proof of Claim Form.

General Opioid Proof of Claim Form:

If you are a Governmental Unit, Tribe, person, or entity and you have a Claim against the Debtors based on the Debtors' marketing, and/or sale of opioids, excluding claims for personal injury, you should file the General Opioid Proof of Claim Form or a substantially similar form.

For example, Governmental Units, hospitals, insurers, third-party payors, patients, or insureds seeking damages for an injury other than a personal injury, such as a financial or economic injury, should file the General Opioid Proof of Claim Form.

Non-Opioid Proof of Claim Form:

If you are a person or entity and you have a Claim against the Debtors based on non-opioid related injuries or harm, including any alleged personal injuries arising from any non-opioid product manufactured, marketed, and/or sold by the Debtors, you should file the Non-Opioid Proof of Claim Form or a substantially similar form.

For example, trade creditors seeking outstanding payments or Governmental Units asserting tax claims should file the Non-Opioid Proof of Claim Form.

If you have a Claim against more than one Debtor based on non-opioid related injuries or harm (other than a personal injury claim arising from the Debtors' transvaginal mesh or ranitidine products), you are required to file separate Non-Opioid Proof of Claims against each Debtor with respect to which you have or may have a Claim or specify by name the Debtor against which the Claim is filed or the case number of such Debtor's bankruptcy case. A list of the names of the Debtors and their case numbers is set forth in the table on pages 3-5 of this Notice.

Confidentiality of Forms (applicable to all Personal Injury Opioid Proof of Claim Forms and certain Non-Opioid Proof of Claim Forms):

All Proofs of Claim submitted by personal injury claimants on Personal Injury Opioid Proof of Claim Forms, on Non-Opioid Proof of Claim Forms that are indicated as personal injury claims by marking the appropriate selection included in the Non-Opioid Proof of Claim Form, or on a non-case specific proof of claim form submitted prior to the entry of the Bar Date Order, and any supporting documentation submitted with such forms, shall be held and treated as **highly confidential** by, and shall only be made available to: (i) the Debtors, (ii) the Debtors' advisors, including their counsel and financial advisor, (iii) the Claims and Noticing Agent and other parties assisting the Debtors with claims administration, (iv) the Debtors' insurers and insurance brokers, (v) upon request, and on a professional eyes only basis, to (1) the Ad Hoc First Lien Group, (2) the UCC, (3) the OCC, and (4) the Future Claimants' Representative and his advisors and (vi) such other persons as the Court determines are required to have the information in order to evaluate any personal injury Claims (the parties listed in subclauses (i)-(vi) collectively, the "Authorized Parties") subject to each Authorized Party agreeing to be bound by the Protective Order (as defined below) (or if the transmission of such highly confidential information to such Authorized Party is otherwise permitted under the Protective Order) and applicable data privacy laws, and shall not be made available to the public (collectively, the rules governing confidentiality, the "Confidentiality Protocol").

For the avoidance of doubt, only the Claim number, Claim amount, and the total number of personal injury Claims, including any subcategories thereof (such as Claims relating to opioids (including for the avoidance of doubt claims on behalf of minors with Neonatal Abstinence Syndrome), transvaginal mesh and ranitidine), will be made publicly available on the Case Website and included in the publicly available claims register. Subject to the preceding paragraph, copies of Proofs of Claim submitted by personal injury claimants and supporting documentation shall be treated as Professional Eyes Only/Highly Confidential Information as set forth in the Stipulation and Protective Order entered by the Court on November 9, 2022 [Docket No. 623] (the "Protective Order"), and, as applicable, as Information Protected Pursuant to the Health Insurance Portability and Accountability Act of 1996, and made available only to the Court and the Authorized Parties.

Applicable to All Proof of Claim Forms:

The Debtors are enclosing the appropriate Proof of Claim Form(s) for use in these cases; if your Claim(s) is scheduled by the Debtors, you should receive a form(s) that also sets forth the amount of your Claim(s) as scheduled by the Debtors, the specific Debtor against which the Claim(s) is scheduled, and whether the Claim(s) is scheduled as disputed, contingent, or unliquidated. You will receive a different Proof of Claim form for each Claim scheduled in your name by the Debtors. Additional Proof of Claim forms may be obtained at the website established by the Claims and Noticing Agent, located at <https://restructuring.ra.kroll.com/endo>.

To be valid, a Proof of Claim Form must be signed by the claimant or individual authorized to act on behalf of the claimant. If the claimant is not an individual, an authorized agent or representative of the claimant must sign the Proof of Claim Form. In addition, if a Proof of Claim is being submitted on behalf of a minor, including a minor diagnosed with Neonatal Abstinence Syndrome, then a parent, foster parent, or legal guardian may sign the Proof of Claim Form. The Claim must be written in English and the value of the Claim must be denominated in United States currency.

You may attach to your completed Proof of Claim any documents on which the Claim is based (if voluminous, a summary may be attached) if you would like, but you are not required to do so, and failure to attach any such documents will not affect your ability to submit a Proof of Claim form or result in the denial of your Claim. You may be required, in the future, to provide supporting documents for your Claim. You may also amend or supplement your Proof of Claim after it is filed, including, for the avoidance of doubt, after the applicable Bar Date, but not, without permission from the Court, to assert a new or additional Claim. **Do not send original documents with your Proof of Claim, as they will not be returned to you and may be destroyed after they are processed and reviewed.**

Your Proof of Claim Form must **not** contain complete social security numbers or taxpayer identification numbers (only the last four digits), a complete birth date (only the year), the name of a minor (only the minor's initials), or a financial account number (only the last four digits of such financial account).

Other than Proof of Claim Forms that are submitted by personal injury claimants (i) on Personal Injury Opioid Proof of Claim Forms, (ii) on Non-Opioid Proof of Claim Forms that are indicated as personal injury claims by marking the appropriate selection included in the Non-Opioid Proof of Claim Form, or (iii) prior to the entry of the Bar Date Order, all Proof of Claim Forms will be made publicly available on the Claims and Noticing Agent's website in their entirety. For the avoidance of doubt, General Opioid Proof of Claim Forms and Non-Opioid Proof of Claim Forms (not submitted by a personal injury claimant) will be made publicly available on the Claims and Noticing Agent's website in their entirety.

**PROOFS OF CLAIM NOT REQUIRED
TO BE FILED BY THE GENERAL BAR DATE**

The following parties in interest shall not be required to file a Proof of Claim in these Chapter 11 Cases on or before the applicable Bar Date, solely with respect to the following categories of Claims or interests:

- (a) claims represented by the Future Claimants' Representative;³
- (b) equity securities (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants or stock options) or other ownership interests in the Debtors (the holder of such interest, an

³ The Debtors reserve the right to seek relief at a later date establishing a deadline for Future Claimants to file proofs of claim. The Future Claimants' Representative reserves all rights with respect thereto.

“Interest Holder”); *provided, however*, that an Interest Holder that wishes to assert Claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a Claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date;⁴

- (c) Claims against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Court or the Claims and Noticing Agent in a form substantially similar to Official Bankruptcy Form No. 410;
- (d) Claims against the Debtors (i) that are not listed as disputed, contingent, or unliquidated in the Schedules and (ii) where the holder of such Claim agrees with the nature, classification, and amount of its Claim as identified in the Schedules;
- (e) Claims against the Debtors that have previously been allowed by, or paid pursuant to, an order of the Court;⁵
- (f) Claims allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense of these chapter 11 cases (other than any Claim allowable under section 503(b)(9) of the Bankruptcy Code);
- (g) administrative expense Claims for postpetition fees and expenses incurred by any professional allowable under sections 328, 330, 331, and 503(b) of the Bankruptcy Code or 28 U.S.C. § 156(c);
- (h) Claims for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;
- (i) Claims asserted by any party that is exempt from filing a Proof of Claim pursuant to an order entered by the Court (including the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No 535]);
- (j) Claims by any current officers and directors of the Debtors for indemnification, contribution, or reimbursement arising as a result of such officers’ or directors’ prepetition or postpetition services to the Debtors;

⁴ The Debtors reserve the right to seek relief at a later date establishing a deadline for Interest Holders to file proofs of interest.

⁵ To the extent that any amounts paid by the Debtors to a creditor are subject to disgorgement pursuant to a postpetition trade agreement or otherwise, that creditor shall have until the later of (i) the General Bar Date and (ii) 30 days from the date of any disgorgement to file a Proof of Claim for the disgorged amount.

- (k) Claims that are payable to the Court or to the United States Trustee Program pursuant to 28 U.S.C. § 1930;
- (l) Claims of any Debtor against another Debtor or any Claims of a direct or indirect non-Debtor subsidiary or affiliate of Endo International plc against a Debtor;
- (m) Claims asserted by a current or former employee of the Debtors, if an order of the Court authorized the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit, including pursuant to the final wages order [Docket No. 695]; *provided* that a current or former employee must submit a Proof of Claim by the General Bar Date for all other Claims arising on or before the Petition Date, including Claims for benefits not provided for pursuant to an order of the Court, wrongful termination, discrimination, harassment, hostile work environment, or retaliation; and
- (n) any Claims limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, notes, bonds, debentures, or other debt securities or instruments issued or entered into by any of the Debtors (a “Debt Claim”) pursuant to an indenture, note, credit agreement or similar form of documentation, as applicable (together, the “Debt Instruments”); *provided* that the relevant indenture trustee, administrative agent, registrar, paying agent, loan or collateral agent, or any other entity serving in a similar capacity however designated (each, a “Debt Agent”) under the applicable Debt Instrument shall file a single master Proof of Claim, on or before the applicable Bar Date, against each Debtor obligated under the applicable Debt Instrument on account of all Debt Claims, which shall be filed and docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by such Debt Agent, and shall be deemed filed as against each such Debtor identified therein; *provided, however*, that any holder of a Debt Claim wishing to assert a Claim arising out of or relating to a Debt Instrument, other than a Debt Claim, must file a Proof of Claim with respect to such Claim on or before the applicable Bar Date, unless another exception identified herein applies; *provided, further*, that in lieu of attaching voluminous documentation, including documentation for compliance with Bankruptcy Rule 3001(d), the Debt Agent under the Debt Instrument may include a summary of the operative documents with respect to the Debt Claims.

NO REQUIREMENT TO FILE CERTAIN ADMINISTRATIVE EXPENSE CLAIMS

All administrative claims under section 503(b) of the Bankruptcy Code, other than Claims under section 503(b)(9) of the Bankruptcy Code, must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and shall not be deemed proper if made by proof of claim. Notwithstanding the foregoing, the filing of a Proof of Claim Form as provided

herein shall be deemed to satisfy the procedural requirements for the assertion of any administrative priority claim under section 503(b)(9) of the Bankruptcy Code.

**CONSEQUENCES OF FAILURE TO FILE
A PROOF OF CLAIM BY THE APPLICABLE BAR DATE**

UNLESS THE COURT ORDERS OTHERWISE, PURSUANT TO SECTIONS 105(A) AND 502(B)(9) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3003(C)(2), ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES PURSUANT TO THE BANKRUPTCY CODE, THE BANKRUPTCY RULES, THE LOCAL RULES, OR THE BAR DATE ORDER WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO BY THE APPLICABLE BAR DATE, SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM: (A) ASSERTING ANY SUCH CLAIM AGAINST THE DEBTORS OR THEIR ESTATES OR PROPERTY (AND THE DEBTORS AND THEIR PROPERTIES AND ESTATES SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM) THAT (I) IS IN AN AMOUNT THAT EXCEEDS THE AMOUNT, IF ANY, THAT IS IDENTIFIED IN THE SCHEDULES ON BEHALF OF SUCH PERSON OR ENTITY AS UNDISPUTED, NONCONTINGENT, AND LIQUIDATED OR (II) IS OF A DIFFERENT NATURE OR CLASSIFICATION THAN ANY SUCH CLAIM IDENTIFIED IN THE SCHEDULES ON BEHALF OF SUCH PERSON OR ENTITY (ANY SUCH CLAIM UNDER THIS SUBSECTION (A), AN “UNSCHEDULED CLAIM”); OR (B) VOTING ON, OR RECEIVING DISTRIBUTIONS UNDER, ANY CHAPTER 11 PLAN IN THESE CHAPTER 11 CASES IN RESPECT OF AN UNSCHEDULED CLAIM.

PROCEDURES FOR FILING PROOFS OF CLAIM

The following procedures shall apply for the filing of Proofs of Claim:

- (a) Except as otherwise provided herein, all holders of Claims against the Debtors must file a Proof of Claim. Each Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the applicable Proof of Claim Forms attached to the Bar Date Order as **Exhibit 2-A**, **Exhibit 2-B** and **Exhibit 2-C**, or Official Bankruptcy Form No. 410; (iv) set forth with specificity the legal and factual basis for the alleged Claim; and (v) be signed by the claimant, the claimant’s attorney, or, if the claimant is not an individual, by an authorized agent or representative of the claimant; *provided* that, in the case of Proofs of Claim submitted on behalf of minors, including minors diagnosed with Neonatal Abstinence Syndrome, such Proofs of Claim may be signed by parents, foster parents, and legal guardians.
- (b) A claimant may attach to the claimant’s completed Proof of Claim any documents on which the Claim is based (if voluminous, a summary may be attached) if the claimant would like, but the claimant is not required to do so, and failure to attach

any such documents will not affect the claimant's ability to submit a Proof of Claim or result in the denial of the Claim. A claimant may be required, in the future, to provide supporting documents for the Claim. A claimant may also amend or supplement the claimant's Proof of Claim after it is filed, including, for the avoidance of doubt, after the applicable Bar Date, but not, without permission from the Court, to assert a new or additional Claim. Claimants must not send original documents with their Proofs of Claim, as they will not be returned to claimants and may be destroyed after they are processed and reviewed.

- (c) Claimants asserting Claims on Non-Opioid Proof of Claim Forms that do not relate to the Debtors' transvaginal mesh or ranitidine products are required to (i) specify by name and case number the Debtor against which such Proof of Claim is filed and (ii) file separate Proofs of Claim against each Debtor with respect to which any such holder may have a Claim.
- (d) All Proofs of Claim asserted on Non-Opioid Proof of Claim Forms that relate to the Debtors' transvaginal mesh or ranitidine products will be docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by a holder, and shall be deemed filed as against each of the Debtors that are defendants in prepetition litigation that relate to transvaginal mesh or ranitidine products, respectively. For the avoidance of doubt, holders asserting Claims on Non-Opioid Proof of Claim Forms that relate to the Debtors' transvaginal mesh or ranitidine products are not required to (i) specify by name and case number the Debtor against which such Proof(s) of Claim is filed and (ii) file separate Proofs of Claim against each Debtor with respect to which any such holder may have a Claim.
- (e) All Proofs of Claim asserted on Personal Injury Opioid Proof of Claim Forms and General Opioid Proof of Claim Forms will be docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by a holder, and shall be deemed filed as against each of the Debtors that are defendants in prepetition opioid-related litigation. For the avoidance of doubt, holders asserting Claims on Personal Injury Opioid Proof of Claim Forms and General Opioid Proof of Claim Forms are not required to (i) specify by name and case number the Debtor against which such Proof(s) of Claim is filed and (ii) file separate Proofs of Claim against each Debtor with respect to which any such holder may have a Claim.
- (f) Proofs of Claim must be filed either (i) electronically through the Claims and Noticing Agent's website (the "Case Website") using the interface available on such website located at <https://restructuring.ra.kroll.com/endo> under the link entitled "Submit a Claim" (the "Electronic Filing System") or (ii) by delivering the original Proof of Claim Form by hand or mailing the original Proof of Claim Form so that it is actually received by the Claims and Noticing Agent or the Clerk of the Bankruptcy Court on or before the applicable Bar Date. Original Proof of Claim Forms should be sent to:

If by first class mail:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850 New York,
NY 10163-4850

OR

United States Bankruptcy Court
Southern District of New York
One Bowling Green, Room 614
New York, NY 10004-1408

If by hand delivery, or overnight courier:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

- (g) A Proof of Claim shall be deemed timely filed only if it is actually received by the Claims and Noticing Agent or the Clerk of the Bankruptcy Court (i) at the applicable address listed above in subparagraph (e) or (ii) electronically through the Electronic Filing System on or before the applicable Bar Date.
- (h) Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission (other than Proofs of Claim filed electronically through the Electronic Filing System) will not be accepted.
- (i) Any Proof of Claim asserting a Claim entitled to priority under section 503(b)(9) of the Bankruptcy Code also must: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; and (ii) attach any documentation identifying the particular invoices for which such Claim is being asserted.
- (j) If a creditor wishes to receive acknowledgement of the Claims and Noticing Agent's receipt of a Proof of Claim, the creditor also must submit to the Claims and Noticing Agent by the applicable Bar Date and concurrently with its original Proof of Claim (i) a copy of the original Proof of Claim and (ii) a self-addressed, stamped return envelope. Claimants who submit Proofs of Claim through the Claims and Noticing Agent's website interface will receive an electronic mail confirmation of such submission.
- (k) The following categories of individuals or entities may file one or more consolidated Proofs of Claim on behalf of multiple claimants as set forth below (each a "Consolidated Claim"):
- (i) Any member of an ad hoc committee or ad hoc group that has filed verified statements pursuant to Bankruptcy Rule 2019 in these cases as of the date of the Bar Date Order on behalf of each and every member of the applicable ad hoc committee or ad hoc group, or any subgroup thereof, that elects to be included in the applicable Consolidated Claim, which Consolidated Claim may be filed by lead counsel for such ad hoc committee or ad hoc group and docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by such ad hoc committee or group or such counsel, *provided* that such Consolidated

Claim has attached either (1) individual Proof of Claim Forms for each member, or (2) a spreadsheet or other form of documentation that lists each member and provides individualized information that substantially conforms to information requested in the applicable Proof of Claim Form;

- (ii) Notwithstanding the foregoing, any individual, or any entity, for the avoidance of doubt including any attorney or law firm, representing multiple opioid claimants, which provides authorization from those opioid claimants to be included on a Consolidated Claim (each such authorizing individual or entity holding an opioid claim, a “Consenting Claimant”)—which authorization shall be (a) in the form of an affidavit from the individual (including any attorney or law firm) representing multiple opioid claimants stating that such individual represents the Consenting Claimants and has authorization to file the Consolidated Claim, or (b) some other form reasonably acceptable to the Debtors and the OCC—may file, amend and/or supplement a Consolidated Claim on behalf of such Consenting Claimants and docket such Consolidated Claim against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), *provided* that such Consolidated Claim has attached either (1) an individual Proof of Claim Form for each Consenting Claimant, or (2) a spreadsheet or other form of documentation that lists each Consenting Claimant and provides individualized information that substantially conforms to information requested in the applicable Proof of Claim Form; and
- (iii) Any health plan, health insurer, health plan administrator, or other third party payor of relevant claims (each a “TPP”), on account of any or all plan sponsors, employer groups, or fully insured or self-funded programs administered by such TPP; provided that such Consolidated Claim must be publicly filed and accompanied by a spreadsheet or other form of documentation reasonably acceptable to the Debtors that includes a unique identifier for each self-funded program administered by such TPP. Contemporaneously with such public submission, the TPP shall send an email to EndoInquiries@ra.kroll.com requesting credentials in order to upload information relating to such Consolidated Claim to a secure website. As soon as reasonably practicable after receipt of such credentials, the TPP shall upload to the website identified by the Claims and Noticing Agent a spreadsheet listing the name of each such self-funded program administered by such TPP included in the Consolidated Claim along with the unique identifier that was submitted on the publicly submitted claim, which spreadsheet shall be treated as highly confidential in accordance with the Confidentiality Protocol (as defined above). Such TPP may, but need not, include any of its other Claims, including but not limited to fully insured, at risk, and direct Claims, in the same Proof of Claim Form. To the extent that a TPP employs a good faith method to determine its Claim(s) amount for the purposes of filing a Proof of Claim but the Debtors at a later date require the TPP to employ a different calculation methodology for purposes of an intra-TPP allocation, the TPP retains the right to modify its calculation,

without prejudice to its claim, in accordance with the Debtors' required methodology and the Debtors reserve all rights with respect thereto;

and each Consolidated Claim shall be deemed filed as against each of the Debtors, as applicable, (x) identified in such Consolidated Claim (in the case of Claims asserted on the Non-Opioid Proof of Claim Form that do not relate to the Debtors' transvaginal mesh or ranitidine products), (y) that are defendants in prepetition litigation that relate to transvaginal mesh or ranitidine products (in the case of Claims asserted on the Non-Opioid Proof of Claim Form that relate to the Debtors' transvaginal mesh or ranitidine products) or (z) that are defendants in prepetition opioid-related litigation (in the case of Claims that are asserted on the Personal Injury Opioid Proof of Claim Form or the General Opioid Proof of Claim Form).

- (l) Subject to the following sentences, and solely for administrative convenience, holders of claims arising from the Debtors' opioid products shall be permitted to file "Class" proofs of claim on behalf of the classes of (a) insurance ratepayers, (b) private hospitals, (c) public schools, and (d) claimants seeking to establish a Neonatal Abstinence Syndrome medical monitoring program. For the avoidance of doubt, if these chapter 11 cases result in (x) the consummation of a sale of substantially all of the Debtors' assets to the stalking horse bidder pursuant to the stalking horse agreement, (y) the consummation of a sale to a party (or parties) that submits a higher or otherwise better bid and such bid provides for the establishment of one or more trusts for the benefit of opioid claimants which trust(s) provides substantially similar recoveries to opioid claimants on substantially similar terms to the then-proposed voluntary trusts contemplated to be established by the stalking horse bidder (a "Comparable Opioid Trust(s)") or (z) a plan of reorganization that provides for the establishment of a Comparable Opioid Trust(s), then such "Class" proofs of claim shall be presumed valid for purposes of administrative convenience only. If, however, these chapter 11 cases result in an alternative transaction, including but not limited to (1) the consummation of a sale to a party (or parties) that submits a higher or otherwise better bid and such bid does not provide for the establishment of a Comparable Opioid Trust(s) or (2) a plan of reorganization that does not provide for the establishment of a Comparable Opioid Trust(s), then such "Class" proofs of claim shall not be presumed valid or allowed, and all parties shall have the right to object to the filing and/or validity of such class proofs of claim, and the burden of proof with regard to the validity of such class proofs of claim shall be on the claimant group seeking to file such claim.

ADDITIONAL PROOF OF CLAIM FORMS

Forms may be obtained at the website established by the Claims and Noticing Agent, located at <https://restructuring.ra.krroll.com/endo>.

RESERVATION OF RIGHTS

The Debtors retain the right to (a) dispute, or assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, priority, liability,

classification, or otherwise; (b) subsequently designate any Claim as disputed, contingent, or unliquidated; and (c) otherwise amend, modify, or supplement the Schedules. Nothing contained in this Notice or the Bar Date Order shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

ADDITIONAL INFORMATION

A copy of the Bar Date Order, Bar Date Notice, Proof of Claim Form(s), and the Debtors' Schedules may be obtained free of charge by contacting the Claims and Noticing Agent, in writing, at Endo International plc Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, or online at <https://restructuring.ra.kroll.com/endo>, by clicking the tab marked "Submit a Claim." The Bar Date Order can also be viewed on the Court's website at www.nysb.uscourts.gov, for a fee. If you have questions concerning the filing or processing of claims, you may contact the Claims and Noticing Agent at (877) 542-1878 (toll free), (929) 284-1688 (local/international), or EndoInquiries@ra.kroll.com.

PLEASE NOTE THAT THE CLAIMS AND NOTICING AGENT CANNOT PROVIDE LEGAL ADVICE, NOR CAN IT ADVISE YOU AS TO WHETHER YOU SHOULD FILE A PROOF OF CLAIM. A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.

Dated: [_____], 2023

BY ORDER OF THE COURT

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Paul D. Leake
Lisa Laukitis
Shana A. Elberg
Evan A. Hill
One Manhattan West
New York, New York 10001
Telephone: (212) 735-3000
Fax: (212) 735-2000

*Counsel for the Debtors
and Debtors in Possession*

Exhibit 2-A

Personal Injury Opioid Proof of Claim Form

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

ENDO INTERNATIONAL plc et al.,

Debtors.

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

Modified Form 410

Personal Injury Opioid Proof of Claim Form
(Including Parents and Guardians)

04/22

You may file Your claim electronically at <https://restructuring.ra.kroll.com/Endo/EPOC-Index>. For questions regarding this Proof of Claim form, please call Kroll Restructuring Administration LLC (“Kroll”) at (877) 542-1878 (toll free) or (929) 284-1688 (international) or visit <https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Read the instructions before filling out this form. This form is for individuals to assert an unsecured claim against the Debtors seeking damages based on actual or potential personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the taking of Opioids manufactured, marketed, and/or sold by the Debtors, and/or the taking of another Opioid for which You believe the Debtors are responsible for Your damages.

Creditor (also referred to as “You” throughout) shall provide information responsive to the questions set forth below. Creditors may include parents, foster parents, or guardians submitting claims on behalf of minors with Neonatal Abstinence Syndrome (“NAS”).

All proofs of claim submitted on the Personal Injury Opioid Proof of Claim Form and any supporting documentation shall remain *highly confidential* and shall not be made available to the public. For the avoidance of doubt, *all pages* of the Personal Injury Opioid Proof of Claim Form and supporting documentation shall be treated as *highly confidential* and shall not be made publicly available.

Do not use this form to assert a non-personal injury claim against any of the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids. File such claim on the General Opioid Proof of Claim Form. However, if You have a non-personal injury claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids, *in addition to* Your claim based on personal injury, You may include information related to that claim on the Personal Injury Opioid Proof of Claim by completing Part 5 of this form in lieu of filing a separate General Opioid Proof of Claim Form.

Do not use this form to assert an unsecured claim against any of the Debtors seeking damages based on actual or potential personal injury to the claimant or another person (for example, deceased, incapacitated, or minor family member) related to the use of any non-opioid products manufactured, marketed, and/or sold by any of the Debtors (e.g., ranitidine or transvaginal mesh products). Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

Do not use this form to assert any other prepetition claims, such as secured claims, claims entitled to priority under 11 U.S.C. § 507(a), or general unsecured claims that are not based on an alleged personal injury relating to Opioids. Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

Fill in all of the information about Your claim as of August 16, 2022.

This form should be completed to the best of Your ability with the information available to You. If You are unable to answer certain questions at this time, the absence of an answer, by itself, will not result in the denial of Your claim, though You may be asked or required to provide additional information at a later date. You may also amend or supplement Your claim after it is filed.

Do not send original documents as they will not be returned, and they may be destroyed after scanning.

Part 1:	Identify the Claim	
1. Who is the Creditor?	<p>(a) Name of the individual seeking payment for this claim. <i>If You have a claim arising out of personal injury to another, please also complete item (b) below. In addition, if You are submitting a claim on behalf of another person, please also complete item (c) below and, if such person is a minor (such as a minor with NAS), provide the name of the person seeking payment for this claim on behalf of the minor.</i></p> <p>_____</p> <p>Other names the Creditor used with the Debtors, including maiden or other names used:</p> <p>_____</p> <p>(b) If Your claim is based on personal injury to another (for example, a deceased, incapacitated, or minor family member), please provide the name of that other person (that is, the injured person). If the injured person is a minor (under 18), please provide only the minor's initials:</p> <p>_____</p> <p>(c) If You are submitting a claim on behalf of another person, please provide Your name and relationship to that person:</p> <p>_____</p> <p><u>If You are submitting a claim on behalf of a minor, are You the Legal Guardian?</u></p> <p><input type="checkbox"/> No. <input type="checkbox"/> Yes.</p>	
2. What is the year of birth, gender, and last 4 digits of the social security number of the Creditor (or injured person, if the claim is based on the personal injury of another)?	<p>Year of Birth: _____</p> <p>Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other: _____</p> <p>Last 4 digits of Social Security Number (if available): XXX-XX-_____</p>	
3. Where should notices and payments to the Creditor be sent?	Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)
<p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>_____</p> <p>Name</p> <p>_____</p> <p>Number Street</p> <p>_____</p> <p>City State ZIP Code</p> <p>_____</p> <p>Contact phone</p> <p>_____</p> <p>Contact email</p>	<p>_____</p> <p>Name</p> <p>_____</p> <p>Number Street</p> <p>_____</p> <p>City State ZIP Code</p> <p>_____</p> <p>Contact phone</p> <p>_____</p> <p>Contact email</p>
4. Does this claim amend one already filed?	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____</p> <p>Filed on: _____</p> <p style="text-align: center;">MM / DD / YYYY</p>	
5. Do You know if anyone else has filed a Proof of Claim for this claim?	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	

6. **Are You or Your counsel interested in receiving future correspondence from (i) the Debtors regarding the Debtors' proposed sale and/or (ii) the official committee of opioid claimants regarding Your claims and the case?** No.

Yes. My email address (or the email address of my counsel) for receiving notices is: _____

** Please note that by checking the "yes" box, You (or Your counsel) hereby consent to receiving notifications from the Debtors and/or the official committee of opioid claimants via email. For the avoidance of doubt, nothing herein shall require the Debtors or the official committee of opioid claimants to provide You (or Your counsel) with notice of matters not otherwise required under applicable law or pursuant to an order of the Bankruptcy Court.*

Part 2: Attorney Information (Optional)

7. **Are You represented by an attorney in this matter?** No.

You do not need an attorney to file this form. Yes. If yes, please provide the following information:

Law Firm Name

Attorney Name

Address

City State ZIP Code

Contact phone Contact email

Part 3: Information About Opioid Personal Injury Claim as of August 16, 2022

8. **How much is the claim?** \$ _____ or Unknown.

9. **Check the appropriate box:** Creditor has been injured by use of an Opioid.

Check only one box. Creditor has a claim arising out of another person's use of an Opioid (not including a claim on behalf of a minor with NAS). *Please answer all questions in Part 4 as if that person (the injured person) is filling out the form.*

Creditor is submitting a claim on behalf of a minor with NAS. *Please answer all questions in Part 4 as if the birth mother of the minor is filling out the form (to the extent such information is available to You).*

Although Creditor is not currently aware of any injury, Creditor wants to file now to keep the ability to seek payment if Creditor has a future injury or harm due to use of an Opioid.

10. **Briefly describe the type of injury alleged from Your use or another person's use of an Opioid.** Death

Check as many boxes as are applicable. Overdose

Attach additional sheets if necessary. Addition/Dependence/Substance Use Disorder

Lost Wages/Earning Capacity

Loss of Consortium

Expenses for Treatment

Other (describe): _____

11.	<p>Describe the basis for Your Opioid-related personal injury claim, including all alleged causes of action You are asserting against the Debtors.</p> <p>Attach additional sheets if necessary.</p> <p>Do not describe Your non-opioid related claim. Instead, any such claim should be filed on the Non-Opioid Proof of Claim Form.</p> <p>Do not describe Your non-personal injury related Opioid claim. Instead, any such claim should be filed on the General Opioid Proof of Claim Form, or complete Part 5 below.</p>
12.	<p>If You did not check “unknown” in Question 8, please identify and quantify each category of damages or monetary relief that You seek.</p> <p>Check as many boxes as are applicable.</p> <p><input type="checkbox"/> Compensatory: \$ _____ or <input type="checkbox"/> Unknown. (for example, lost wages, pain and suffering, expenses not reimbursed, loss of consortium, etc.)</p> <p><input type="checkbox"/> Punitive: \$ _____ or <input type="checkbox"/> Unknown.</p> <p><input type="checkbox"/> Other (describe): _____</p>
13.	<p>Have You ever filed a lawsuit against the Debtors at any time?</p> <p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. If yes, please provide the following information and attach supporting documentation:</p> <p style="margin-left: 40px;">Case Caption: _____</p> <p style="margin-left: 40px;">Court and Case/Docket Number: _____</p> <p style="margin-left: 40px;">Attorney Information:</p> <p style="margin-left: 80px;">_____</p> <p style="margin-left: 80px;">Law Firm Name</p> <p style="margin-left: 80px;">_____</p> <p style="margin-left: 80px;">Attorney Name</p> <p style="margin-left: 80px;">_____</p> <p style="margin-left: 80px;">Address</p> <p style="margin-left: 80px;">_____</p> <p style="margin-left: 80px;">City State ZIP Code</p> <p style="margin-left: 80px;">_____</p> <p style="margin-left: 80px;">Contact phone Contact email</p>

Part 4:

Information About Opioid Use

If You have a claim arising out of another person’s use of an Opioid (not including a claim on behalf of a minor with NAS), please answer these questions as if the injured person is filling out the form. If You are submitting a claim on behalf of a minor with NAS, please answer these questions as if the birth mother of the minor is filling out the form (to the extent such information is available to You).

14. **Were You prescribed or Administered an Endo Branded Opioid(s) by a healthcare professional in the United States?**

No.

Yes. If yes, please provide the following information to the extent reasonably available:
Please identify the Endo Branded Opioid(s) that You were prescribed or Administered by a healthcare professional in the United States. Check as many medications as applicable.

<input type="checkbox"/> BELBUCA® (buprenorphine hydrochloride)	<input type="checkbox"/> DEPODUR® (morphine sulfate extended-release)
<input type="checkbox"/> OPANA® (oxymorphone hydrochloride)	<input type="checkbox"/> OPANA® ER (oxymorphone hydrochloride extended release)
<input type="checkbox"/> PERCOCET® (oxycodone and acetaminophen)	<input type="checkbox"/> ZYDONE® (hydrocodone bitartrate and acetaminophen)

Unknown (select if You were prescribed or Administered an Endo Branded Opioid(s) by a healthcare professional in the United States but do not know the specific name of the medication).

15. **Were You ever prescribed or Administered an Endo Generic Opioid(s) by a healthcare professional in the United States?**

No.

Yes. If yes, please provide the following information to the extent reasonably available:
Please identify the Endo Generic Opioid(s) that You were prescribed or Administered by a healthcare professional. Check as many medications as applicable.

(Note that for purposes of this form “Endo Generic Opioids” includes generic Opioids manufactured, marketed, and/or sold by Endo, including, but not limited to, under any of the following names: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Par Sterile Products, Qualitest Pharmaceuticals, and Vintage Pharmaceuticals.)

<input type="checkbox"/> Acetaminophen and codeine phosphate	<input type="checkbox"/> Buprenorphine hydrochloride
<input type="checkbox"/> Butalbital, acetaminophen, caffeine, and codeine phosphate	<input type="checkbox"/> CHERATUSSIN® AC (codeine phosphate and guaifenesin)
<input type="checkbox"/> ENDOCET® (oxycodone and acetaminophen)	<input type="checkbox"/> ENDODAN® (oxycodone and aspirin)
<input type="checkbox"/> Fentanyl transdermal system	<input type="checkbox"/> Hydrocodone bitartrate and acetaminophen
<input type="checkbox"/> Hydrocodone bitartate and ibuprofen	<input type="checkbox"/> Hydrocodone polistirex and chlorpheniramine polistirex extended release
<input type="checkbox"/> IBUDONE® (hydrocodone and ibuprofen)	<input type="checkbox"/> IOPHEN-C NR (codeine phosphate and guaifenesin)
<input type="checkbox"/> MEPERITAB® (meperidine hydrochloride)	<input type="checkbox"/> Morphine sulfate extended-release
<input type="checkbox"/> NUBAIN® (nalbuphine hydrochloride)	<input type="checkbox"/> Oral transmucosal fentanyl citrate (OTFC)
<input type="checkbox"/> Oxycodone and acetaminophen	<input type="checkbox"/> Oxymorphone hydrochloride
<input type="checkbox"/> PHENYLHISTINE DH (chlorpheniramine-pseudoephed-codeine)	<input type="checkbox"/> Promethazine hydrochloride and codeine phosphate
<input type="checkbox"/> Propoxyphene hydrochloride	<input type="checkbox"/> QUINDAL HD (chlorphen-phenyleph-hydrocodon)
<input type="checkbox"/> Tramadol hydrochloride extended release	<input type="checkbox"/> TUSSICLEAR DH (guaifenesin and hydrocodone)
<input type="checkbox"/> VI-Q-TUSS® (guaifenesin and hydrocodone)	

Name of other Opioid medication(s): _____

Unknown (select if You were prescribed or Administered by a healthcare professional an Endo Generic Opioid(s) but do not know the specific name of the medication).

16. **Were You prescribed or Administered a Paladin Opioid(s) by a healthcare professional in Canada?**

No.

Yes. If yes, please provide the following information to the extent reasonably available:
Please identify the Paladin Opioid(s) that You were prescribed or Administered by a healthcare professional in Canada. Check as many medications as applicable.

ABSTRAL® (fentanyl citrate) DARVON-N® (propoxyphene napsylate)

METADOL® (methadone hydrochloride) METADOL-D® (methadone hydrochloride)

NUCYNTA® CR (tapentadol) NUCYNTA® Extended-Release (tapentadol)

TRIDURAL® (tramadol hydrochloride) STATEX® (morphine sulfate)

Unknown (select if You were prescribed or Administered a Paladin Opioid(s) by a healthcare professional in Canada and do not know the specific name of the medication).

Part 5: Other (Non-Personal Injury) Opioid-Related Claims

17. **Do You believe You have any other claims against the Debtors based on or involving the Debtors' manufacturing, marketing, and/or sale of Opioids that are not based on a personal injury?**

No.

Yes. If yes, please describe the nature of the claim(s) (Attach additional sheets if necessary).

18. **How much is the claim?** \$ _____ or Unknown.

Part 6: Supporting Documentation

19. **Please provide the following supporting documentation if You would like (but You are not required) to supplement this Proof of Claim.**

Provide any documents supporting Your claim, including, but not limited to, any complaint that You have filed against the Debtors, prescriptions, pharmacy records or statements showing prescriptions, diagnosis or any records supporting Your claims for damages.

Part 7: Sign Below

The person completing this Proof of Claim must sign and date it. FRBP 9011(b).

If You file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both.

18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the Creditor.
- I am the Creditor's attorney, guardian, kinship (or other authorized) caretaker, executor, or authorized agent.
- Other (describe): _____

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____

Address _____
Number Street

City State ZIP Code

Contact phone: _____ Email: _____

Instructions for Personal Injury Opioid Proof of Claim Form

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if You are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both. See 18 U.S.C. §§ 152, 157 and 3571.

ADDITIONAL INFORMATION

- **Fill in all the information about Your claim as of August 16, 2022.**
- **Attach any available supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* below.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because they will not be returned and may be destroyed after scanning.**
- **A Personal Injury Opioid Proof of Claim Form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **A parent, foster parent, or guardian may complete this Personal Injury Opioid Proof of Claim Form on behalf of a minor child if there is reason to believe that the birth mother may have taken Opioid products manufactured, marketed, and/or sold by the Debtors.**
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.
- **The questions herein do not seek the discovery of information protected by the attorney-client privilege.**
- **Each question in this Proof of Claim form should be construed independently, unless otherwise noted.** No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.
- The words “and” and “or” should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.
- **After reviewing this form and any supporting documentation submitted with this form, additional information and documentation may be requested.**

PRIVACY INFORMATION

This information is not intended to supersede the Debtors’ privacy notices and may be considered an addendum to these. Any rights You may have under the Debtors’ privacy notices remain the same. Should You have any questions or concerns regarding this information or any rights You may have in relation to any personal data, please refer to the Debtors’ privacy notices (see “Further Information” below for links). Kroll is engaged by the Debtors for the purpose of facilitating their chapter 11 cases under the U.S. Bankruptcy Code and is subject to the terms of a data processing agreement compliant with applicable data protection laws. Kroll shall only process any personal information You may submit in accordance with such agreement and any order of the U.S. Bankruptcy Court and as necessary for such purpose.

If You decide to voluntarily submit a Proof of Claim, You voluntarily submit any personal information included therein, including, but not limited to, Your name, phone number, email address, mailing address, date of birth, gender, last 4 digits of Your social security number, and any other personal information You voluntarily provide on the Proof of Claim form and attached documentation. The processing of any such personal information will be undertaken on the basis of Your consent where required by applicable law. Where Your consent is not required by law, any personal information will be processed on the basis of the Debtors’ legitimate interests in relation to the processing of Your claim, to the extent required by, and in accordance with, applicable data protection laws.

Confidentiality of Any Personal Information You Provide Generally

All Personal Injury Opioid Proof of Claim Forms claiming personal injury based on or involving the Debtors’ manufacturing, marketing, and/or sale of Opioids and any supporting documentation submitted with the form shall remain *highly confidential* and shall not be made publicly available on the Debtors’ case website nor included in the publicly available claims register, meaning that none of Your personal information will be made publicly available. For the avoidance of doubt, *all pages* of the Personal Injury Opioid Proof of Claim Form and supporting documentation shall be treated as *highly confidential* and shall not be made publicly available. However, Your Personal Injury Opioid Proof of Claim Form and supporting documentation, including Your personal information disclosed therein, may be made available to the following parties (subject to compliance with applicable Bankruptcy Court orders): (i) the Debtors, (ii) the Debtors’ advisors, including their counsel and financial advisors, (iii) Kroll and other parties assisting the Debtors with claims administration, (iv) the Debtors’ insurers and insurance brokers, (v) the Bankruptcy Court, (vi) the U.S. Trustee, (vii) the advisors for the Ad Hoc First Lien Group, (viii) the advisors for the official committee of unsecured creditors, (ix) the advisors for the official committee of opioid claimants, (x) the future claimants’ representative and his advisors and (xi) such other persons as the Bankruptcy Court determines are required to have the information in order to evaluate your personal injury claim (the parties listed in

subclauses (i)-(xi) collectively, the “**Authorized Parties**”). By submitting this Proof of Claim, You consent to such limited disclosure to the Authorized Parties as set forth herein for the purpose of analyzing your claim or any ancillary purposes.

Your Personal Information Will Be Transmitted to the U.S.

If You are based outside of the U.S., then by submitting Your Proof of Claim form, You will transfer any personal information You submit from Your state, province, country, or other governmental jurisdiction to the U.S. where privacy laws may not be as protective as those in Your jurisdiction.

How is Your Information Secured?

The Debtors employ appropriate technical and organizational measures designed to protect the security of the information You provide on the Proof of Claim form. These measures are kept under review to ensure the on-going integrity and confidentiality of personal information.

How Long Is Your Information Retained?

The information (including any personal information) You provide on this Proof of Claim form will be retained by or on behalf of the Authorized Parties, for as long as necessary for the purposes described above, as needed to resolve disputes or protect legal rights as they relate to such claim, or as otherwise required or permitted by applicable law.

What Are Your Rights?

To the extent applicable under the privacy laws of Your jurisdiction, You may have specific rights in relation to any personal information You provide on this form. Please note that any exercise of these rights is subject to certain exceptions and certain applicable laws, or court orders that may prohibit the amendment or erasure of such information once it is submitted, including information displayed and/or accessible on the case website, <https://restructuring.ra.kroll.com/endo/>. For further information on any rights You may have, or if You have any questions or concerns regarding the use of any personal information You provide on this form or would like to submit a complaint, please see the Debtors’ privacy notices (see “Further Information” below for links).

Further Information

For more information on how any personal information You submit will be handled by Kroll and the Debtor, please see (i) Kroll Privacy Notice (<https://restructuring.ra.kroll.com/endo/Home-PrivacyNotice>); (ii) Debtor Privacy Notices: Enterprise Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/privacy>); and (iii) EU Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/eu-privacy>).

CONFIRMATION THAT THE CLAIM HAS BEEN FILED

To receive confirmation that the claim has been filed, enclose a stamped, self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://restructuring.ra.kroll.com/Endo/Home-ClaimInfo>.

UNDERSTANDING THE TERMS USED IN THIS FORM

Administered: The act of receiving a medication by any or all of the following methods: (i) ingestion; (ii) application of a patch to the skin; and/or (iii) injection or insertion into the body.

Claim: A Creditor’s right to receive payment for a debt that the Debtor owed on the date the Debtor filed for bankruptcy. 11 U.S.C. §101(5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a Debtor owes a debt that was incurred on or before the date the Debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. 11 U.S.C. § 101 (13).

Endo as used in conjunction with the terms “Branded Opioid” or “Generic Opioid” includes any of the following names under which Opioids were manufactured, marketed or sold in the United States: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Qualitest Pharmaceuticals, and Vintage Pharmaceuticals, or any entity that is a Debtor in the bankruptcy proceeding (joint administered under case number 22-22549 (JLG) in the Bankruptcy Court). A complete list of Debtors may be found at <https://restructuring.ra.kroll.com/endo>.

Information entitled to privacy: A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual’s tax identification number, or a financial account number, only the initials of a minor’s name, and only the year of any person’s date of birth.

Opioids: FDA- or Health Canada-approved pain-reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient’s brain or body to produce an analgesic effect. The term “Opioid(s)” does not include: (i) medications and other substances to treat opioid or other substance use disorders, abuse, addiction or overdose; (ii) raw materials and/or immediate precursors used in the manufacture or study of opioids or opioid products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; or (iii) opioids listed by the DEA as Schedule IV drugs pursuant to the federal Controlled Substances Act.

Paladin as used in conjunction with the term “Opioid” means Paladin Labs Inc.

Proof of Claim: A form that shows the amount of debt the Debtor is alleged to have owed to a Creditor on the date of the bankruptcy filing.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents. Filers will not be prejudiced or harmed in any way by redacting or leaving out information entitled to privacy on the Proof of Claim form.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the Debtor. A claim is secured to the extent that a Creditor has the right to be paid from the property before other Creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the Creditor has a lien. Any amount owed to a Creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a Creditor has a lien.

OFFERS TO PURCHASE A CLAIM

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact Creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the Debtors. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the Debtors. A Creditor has no obligation to sell its claim. However, if a Creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*) that apply, and any orders of the bankruptcy court that apply.

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

If by first class mail:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file Your claim electronically at

<https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Do not file these instructions with Your form
--

Exhibit 2-B

General Opioid Proof of Claim Form

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

ENDO INTERNATIONAL plc, *et al.*,

Debtors.

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

**Modified Form 410
General Opioid Proof of Claim Form**

04/22

You may file Your claim electronically at <https://restructuring.ra.kroll.com/Endo/EPOC-Index>. For questions regarding this Proof of Claim form, please call Kroll Restructuring Administration LLC (“Kroll”) at (877) 542-1878 (toll free) or (929) 284-1688 (international) or visit <https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Read the instructions at the end of this document before filling out this form. This form is for making a claim for payment in a bankruptcy case. Creditor (also referred to as “You” throughout) shall provide information responsive to the questions set forth below.

This form is for any person or entity, governmental unit, and/or Native American Tribe to assert a non-personal injury claim against any of the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids. If You have a non-personal injury claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids, *in addition to* Your claim based on personal injury, You may include information related to that claim on the Personal Injury Opioid Proof of Claim by completing Part 5 of this form in lieu of filing a separate General Opioid Proof of Claim Form.

Do not use this form to assert only an unsecured claim against the Debtors seeking damages based on actual or potential personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the taking of Opioids manufactured, marketed, and/or sold by the Debtors, and/or the taking of another Opioid for which You believe the Debtors are responsible for Your damages. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.

Do not use this form to assert an unsecured claim against any of the Debtors seeking damages based on actual or potential personal injury to the claimant or another person (for example, deceased, incapacitated, or minor family member) related to the use of any non-opioid products manufactured, marketed, and/or sold by any of the Debtors (e.g., ranitidine or transvaginal mesh products). Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

Do not use this form to assert any other prepetition claims, such as secured claims, claims entitled to priority under 11 U.S.C. § 507(a), or general unsecured claims that are not based on an alleged personal injury relating to Opioids. Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

Fill in all of the information about Your claim as of August 16, 2022.

This form should be completed to the best of Your ability with the information available to You. If You are unable to answer certain questions at this time, the absence of an answer, by itself, will not result in the denial of Your claim, though You may be asked or required to provide additional information at a later date. You may also amend or supplement Your claim after it is filed.

Do not send original documents as they will not be returned, and they may be destroyed after scanning.

Part 1:	Identify the Claim													
1.	Who is the current Creditor?	Name of the individual or entity seeking payment for this claim: _____												
		Other names the Creditor used with the Debtors: _____												
2.	Describe the Creditor making the claim.	<input type="checkbox"/> Individual <input type="checkbox"/> Retirement or Pension Fund Administrator <input type="checkbox"/> Third Party Payor <input type="checkbox"/> Native American Tribe <input type="checkbox"/> Pharmacy Benefit Manager <input type="checkbox"/> Hospital <input type="checkbox"/> Governmental Unit <input type="checkbox"/> Other (describe): _____												
3.	Has this claim been acquired from someone else or some other entity?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. From whom? _____												
4.	Where should notices and payments to the Creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #e0e0e0; padding: 5px;">Where should notices to the Creditor be sent?</th> <th style="background-color: #e0e0e0; padding: 5px;">Where should payments to the Creditor be sent? (if different)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Name _____</td> <td style="padding: 5px;">Name _____</td> </tr> <tr> <td style="padding: 5px;">Number Street _____</td> <td style="padding: 5px;">Number Street _____</td> </tr> <tr> <td style="padding: 5px;">City State ZIP Code _____</td> <td style="padding: 5px;">City State ZIP Code _____</td> </tr> <tr> <td style="padding: 5px;">Contact phone _____</td> <td style="padding: 5px;">Contact phone _____</td> </tr> <tr> <td style="padding: 5px;">Contact email _____</td> <td style="padding: 5px;">Contact email _____</td> </tr> </tbody> </table>	Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)	Name _____	Name _____	Number Street _____	Number Street _____	City State ZIP Code _____	City State ZIP Code _____	Contact phone _____	Contact phone _____	Contact email _____	Contact email _____
Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)													
Name _____	Name _____													
Number Street _____	Number Street _____													
City State ZIP Code _____	City State ZIP Code _____													
Contact phone _____	Contact phone _____													
Contact email _____	Contact email _____													
5.	Are You (i) a “governmental unit” as defined in section 101(27) of the Bankruptcy Code and (ii) interested in receiving future correspondence from the Multi-State Endo Executive Committee regarding Your claims and the case?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. My email address for receiving notices is: _____ <i>* Please note that by checking the “yes” box, You hereby consent to receiving notifications regarding the case from the Multi-State Endo Executive Committee via email.</i>												
6.	Does this claim amend one already filed?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Claim number on court claims registry (if known): _____ Filed on: _____ MM / DD / YYYY												
7.	Do You know if anyone else has filed a Proof of Claim for this claim?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Who made the earlier filing? _____												

Part 2: Attorney Information (Optional)

8. **Are You represented by an attorney in this matter?** No.
 Yes. If yes, please provide the following information:
 You do not need an attorney to file this form.

Law Firm Name

Attorney Name

Address

City State ZIP Code

Contact phone Contact email

Part 3: Information About Opioid Claim as of August 16, 2022

9. **Do You have any number You use to identify the Debtor?** No.
 Yes. Last 4 digits of the Debtor’s account or any number You use to identify the Debtor:

10. **How much is the claim?** \$_____ or Unknown.

11. **Describe Your Opioid-related claim and, if applicable, describe the citizens and entities that You represent in this claim. Please also identify each category of damages or monetary relief that You seek.**

Attach additional sheets if necessary.

Do not describe Your non-opioid related personal injury claim. Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

Do not describe Your Opioid related personal injury claim. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.

12. **Have You ever filed a lawsuit against the Debtors at any time?** No.

Yes. If yes, please provide the following information and attach supporting documentation:

Case Caption: _____

Court and Case/Docket Number: _____

Attorney Information:

Law Firm Name

Attorney Name

Address

City State ZIP Code

Contact phone: _____ Email: _____

Part 4: Non-Opioid-Related Claims

13. **Do You believe You have any claims against the Debtors based on non-opioid-related claims or harm?** No.

Yes. If yes, please describe the nature of the claims(s) (attach additional sheets if necessary).

14. **How much is the claim?** \$ _____ or Unknown.

Part 5: Supporting Documentation

15. **Please provide the following supporting documentation if You would like (but You are not required) to supplement this Proof of Claim.**

Provide any documents supporting Your claim, including but not limited to any complaint, petition, information, or similar pleading filed in any civil or criminal proceeding involving the Debtors; and any records supporting Your claim for damages.

Governmental units that have filed litigation against the Debtors that is part of the federal multidistrict litigation in Ohio, *In re National Opiate Litigation*, MDL No. 17-02804 (N.D. Ohio 2017) (“Ohio MDL”), and have submitted a Government Plaintiff Fact Sheet in connection with that proceeding, may rely on their Government Plaintiff Fact Sheet to complete these questions.

Part 5: Sign Below

The person completing this Proof of Claim must sign and date it. FRBP 9011(b).

If You file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both.

18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the Creditor.
- I am the Creditor’s attorney or authorized agent.
- I am the trustee, or the Debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the Creditor gave the Debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____
 MM / DD / YYYY

 Signature

Print the name of the person who is completing and signing this claim:

Name _____
 First name Middle name Last name

Title _____

Company _____

Address _____
 Number Street

City State ZIP Code

Contact phone: _____ Email: _____

Instructions for General Opioid Proof of Claim Form

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if You are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both. See 18 U.S.C. §§ 152, 157 and 3571.

ADDITIONAL INFORMATION

- **Fill in all the information about Your claim as of August 16, 2022.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to You before the initial claim was filed.
- **Attach any available supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because they will not be returned and may be destroyed after scanning.**
- **A General Opioid Proof of Claim Form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.
- **The questions herein do not seek the discovery of information protected by the attorney-client privilege.**
- **Each question in this Proof of Claim form should be construed independently, unless otherwise noted.** No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.
- The words “and” and “or” should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.
- **After reviewing this form and any supporting documentation submitted with this form, additional information and documentation may be requested.**

PRIVACY INFORMATION

This information is not intended to supersede the Debtors’ privacy notices and may be considered an addendum to these. Any rights You may have under the Debtors’ privacy notices remain the same. Should You have any questions or concerns regarding this information or any rights You may have in relation to any personal data, please refer to the Debtors’ privacy notices (see “Further Information” below for links). Kroll is engaged by the Debtors for the purpose of facilitating their chapter 11 cases under the U.S. Bankruptcy Code and is subject to the terms of a data processing agreement compliant with applicable data protection laws. Kroll shall only process any personal information You may submit in accordance with such agreement and any order of the U.S. Bankruptcy Court and as necessary for such purpose.

If You decide to voluntarily submit a Proof of Claim, You voluntarily submit any personal information included therein, including, but not limited to, Your name, phone number, email address, mailing address, date of birth, gender, last 4 digits of Your social security number, and any other personal information You voluntarily provide on the Proof of Claim form and attached documentation. The processing of any such personal information will be undertaken on the basis of Your consent where required by applicable law. Where Your consent is not required by law, any personal information will be processed on the basis of the Debtors’ legitimate interests in relation to the processing of Your claim, to the extent required by, and in accordance with, applicable data protection laws.

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO SUBMITTING THEM. THE PROOF OF CLAIM AND ATTACHMENTS WILL BE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ON THE DEBTORS’ CASE WEBSITE HOSTED BY KROLL PURSUANT TO APPLICABLE LAW AND/OR COURT ORDER. SOME OR ALL OF ANY PERSONAL INFORMATION YOU PROVIDE MAY BE PUBLICLY AVAILABLE.

Your Personal Information Will Be Transmitted to the U.S.

If You are based outside of the U.S., then by submitting Your Proof of Claim form, You will transfer any personal information You submit from Your state, province, country, or other governmental jurisdiction to the U.S. where privacy laws may not be as protective as those in Your jurisdiction.

How is Your Information Secured?

The Debtors employ appropriate technical and organizational measures designed to protect the security of the information You provide on the Proof of Claim form. These measures are kept under review to ensure the on-going integrity and confidentiality of personal information.

How Long Is Your Information Retained?

The information (including any personal information) You provide on this Proof of Claim form will be retained by or on behalf of the Debtors and Kroll, for as long as necessary for the purposes described above, as needed to resolve disputes or protect legal rights as they relate to such claim, or as otherwise required or permitted by applicable law.

What Are Your Rights?

To the extent applicable under the privacy laws of Your jurisdiction, You may have specific rights in relation to any personal information You provide on this form. Please note that any exercise of these rights is subject to certain exceptions and certain applicable laws, or court orders that may prohibit the amendment or erasure of such information once it is submitted, including information displayed and/or accessible on the case website, <https://restructuring.ra.kroll.com/endo/>. For further information on any rights You may have, or if You have any questions or concerns regarding the use of any personal information You provide on this form or would like to submit a complaint, please see the Debtors' privacy notices (see "Further Information" below for links).

Further Information

For more information on how any personal information You submit will be handled by Kroll and the Debtor, please see (i) Kroll Privacy Notice (<https://restructuring.ra.kroll.com/endo/Home-PrivacyNotice>); (ii) Debtor Privacy Notices: Enterprise Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/privacy>); and (iii) EU Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/eu-privacy>).

CONFIRMATION THAT THE CLAIM HAS BEEN FILED

To receive confirmation that the claim has been filed, enclose a stamped, self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.ra.kroll.com/Endo/Home-ClaimInfo>.

UNDERSTANDING THE TERMS USED IN THIS FORM

Claim: A Creditor's right to receive payment for a debt that the Debtor owed on the date the Debtor filed for bankruptcy. 11 U.S.C. §101(5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a Debtor owes a debt that was incurred on or before the date the Debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. 11 U.S.C. § 101 (13).

Information entitled to privacy: A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth.

Opioids: FDA- or Health Canada-approved pain-reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient's brain or body to produce an analgesic

effect. The term "Opioid(s)" does not include: (i) medications and other substances to treat opioid or other substance use disorders, abuse, addiction or overdose; (ii) raw materials and/or immediate precursors used in the manufacture or study of opioids or opioid products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; or (iii) opioids listed by the DEA as Schedule IV drugs pursuant to the federal Controlled Substances Act.

Proof of Claim: A form that shows the amount of debt the Debtor is alleged to have owed to a Creditor on the date of the bankruptcy filing.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents. Filers will not be prejudiced or harmed in any way by redacting or leaving out information entitled to privacy on the Proof of Claim form.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the Debtor. A claim is secured to the extent that a Creditor has the right to be paid from the property before other Creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the Creditor has a lien. Any amount owed to a Creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a Creditor has a lien.

OFFERS TO PURCHASE A CLAIM

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact Creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the Debtors. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the Debtors. A Creditor has no obligation to sell its claim. However, if a Creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*) that apply, and any orders of the bankruptcy court that apply.

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:**If by first class mail:**

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file Your claim electronically at

<https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Do not file these instructions with Your form

Exhibit 2-C

Non-Opioid Proof of Claim Form

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (select only one Debtor per claim form):***

<input type="checkbox"/> Endo International plc (Case No. 22-22549)	<input type="checkbox"/> Endo Global Biologics Limited (Case No. 22-22566)	<input type="checkbox"/> Generics International (US) 2, Inc. (Case No. 22-22607)
<input type="checkbox"/> 70 Maple Avenue, LLC (Case No. 22-22548)	<input type="checkbox"/> Endo Global Development Limited (Case No. 22-22568)	<input type="checkbox"/> Generics International (US), Inc. (Case No. 22-22554)
<input type="checkbox"/> Actient Pharmaceuticals LLC (Case No. 22-22547)	<input type="checkbox"/> Endo Global Finance LLC (Case No. 22-22570)	<input type="checkbox"/> Generics International Ventures Enterprises LLC (Case No. 22-22609)
<input type="checkbox"/> Actient Therapeutics LLC (Case No. 22-22588)	<input type="checkbox"/> Endo Global Ventures (Case No. 22-22571)	<input type="checkbox"/> Hawk Acquisition Ireland Limited (Case No. 22-22611)
<input type="checkbox"/> Anchen Incorporated (Case No. 22-22552)	<input type="checkbox"/> Endo Health Solutions Inc. (Case No. 22-22573)	<input type="checkbox"/> Innoteq, Inc. (Case No. 22-22565)
<input type="checkbox"/> Anchen Pharmaceuticals, Inc. (Case No. 22-22556)	<input type="checkbox"/> Endo Innovation Valera, LLC (Case No. 22-22575)	<input type="checkbox"/> JHP Acquisition, LLC (Case No. 22-22567)
<input type="checkbox"/> Astora Women's Health Ireland Limited (Case No. 22-22591)	<input type="checkbox"/> Endo Ireland Finance II Limited (Case No. 22-22577)	<input type="checkbox"/> JHP Group Holdings, LLC (Case No. 22-22569)
<input type="checkbox"/> Astora Women's Health, LLC (Case No. 22-22594)	<input type="checkbox"/> Endo LLC (Case No. 22-22579)	<input type="checkbox"/> Kali Laboratories 2, Inc. (Case No. 22-22612)
<input type="checkbox"/> Auxilium International Holdings, LLC (Case No. 22-22596)	<input type="checkbox"/> Endo Luxembourg Finance Company I S.à r.l. (Case No. 22-22581)	<input type="checkbox"/> Kali Laboratories, LLC (Case No. 22-22572)
<input type="checkbox"/> Auxilium Pharmaceuticals, LLC (Case No. 22-22598)	<input type="checkbox"/> Endo Luxembourg Holding Company S.à r.l. (Case No. 22-22583)	<input type="checkbox"/> Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l. (Case No. 22-22614)
<input type="checkbox"/> Auxilium US Holdings, LLC (Case No. 22-22601)	<input type="checkbox"/> Endo Luxembourg International Financing S.à r.l. (Case No. 22-22585)	<input type="checkbox"/> Moores Mill Properties L.L.C. (Case No. 22-22574)
<input type="checkbox"/> Bermuda Acquisition Management Limited (Case No. 22-22603)	<input type="checkbox"/> Endo Management Limited (Case No. 22-22587)	<input type="checkbox"/> Paladin Labs Canadian Holding Inc. (Case No. 22-22616)
<input type="checkbox"/> BioSpecifics Technologies LLC (Case No. 22-22605)	<input type="checkbox"/> Endo Par Innovation Company, LLC (Case No. 22-22561)	<input type="checkbox"/> Paladin Labs Inc. (Case No. 22-22617)
<input type="checkbox"/> Branded Operations Holdings, Inc. (Case No. 22-22608)	<input type="checkbox"/> Endo Pharmaceuticals Finance LLC (Case No. 22-22589)	<input type="checkbox"/> Par Laboratories Europe, Ltd. (Case No. 22-22618)
<input type="checkbox"/> DAVA International, LLC (Case No. 22-22610)	<input type="checkbox"/> Endo Pharmaceuticals Inc. (Case No. 22-22590)	<input type="checkbox"/> Par Pharmaceutical 2, Inc. (Case No. 22-22619)
<input type="checkbox"/> DAVA Pharmaceuticals, LLC (Case No. 22-22558)	<input type="checkbox"/> Endo Pharmaceuticals Solutions Inc. (Case No. 22-22592)	<input type="checkbox"/> Par Pharmaceutical Companies, Inc. (Case No. 22-22576)
<input type="checkbox"/> Endo Aesthetics LLC (Case No. 22-22613)	<input type="checkbox"/> Endo Pharmaceuticals Valera Inc. (Case No. 2222593)	<input type="checkbox"/> Par Pharmaceutical Holdings, Inc. (Case No. 22-22578)
<input type="checkbox"/> Endo Bermuda Finance Limited (Case No. 22-22615)	<input type="checkbox"/> Endo Procurement Operations Limited (Case No. 22-22595)	<input type="checkbox"/> Par Pharmaceutical, Inc. (Case No. 22-22546)
<input type="checkbox"/> Endo Designated Activity Company (Case No. 22-22551)	<input type="checkbox"/> Endo TopFin Limited (Case No. 22-22597)	<input type="checkbox"/> Par Sterile Products, LLC (Case No. 22-22580)
<input type="checkbox"/> Endo Eurofin Unlimited Company (Case No. 22-22553)	<input type="checkbox"/> Endo U.S. Inc. (Case No. 22-22599)	<input type="checkbox"/> Par, LLC (Case No. 22-22582)
<input type="checkbox"/> Endo Finance IV Unlimited Company (Case No. 22-22555)	<input type="checkbox"/> Endo US Holdings Luxembourg I S.à r.l. (Case No. 22-22600)	<input type="checkbox"/> Quartz Specialty Pharmaceuticals, LLC (Case No. 22-22584)
<input type="checkbox"/> Endo Finance LLC (Case No. 22-22557)	<input type="checkbox"/> Endo Ventures Aesthetics Limited (Case No. 22-22602)	<input type="checkbox"/> Slate Pharmaceuticals, LLC (Case No. 22-22620)
<input type="checkbox"/> Endo Finance Operations LLC (Case No. 22-22559)	<input type="checkbox"/> Endo Ventures Bermuda Limited (Case No. 22-22604)	<input type="checkbox"/> Timm Medical Holdings, LLC (Case No. 22-22621)
<input type="checkbox"/> Endo Finco Inc. (Case No. 22-22560)	<input type="checkbox"/> Endo Ventures Cyprus Limited (Case No. 22-22606)	<input type="checkbox"/> Vintage Pharmaceuticals, LLC (Case No. 22-22586)
<input type="checkbox"/> Endo Generics Holdings, Inc. (Case No. 22-22562)	<input type="checkbox"/> Endo Ventures Limited (Case No. 22-22550)	
<input type="checkbox"/> Endo Global Aesthetics Limited (Case No. 22-22564)	<input type="checkbox"/> Generics Bidco I, LLC (Case No. 22-22563)	

***** If You are asserting a personal injury claim relating to the Debtors' transvaginal mesh or ranitidine products, You do not need to identify a case in this table.**

Modified Form 410**Non-Opioid Proof of Claim Form****04/22**

You may file Your claim electronically at <https://restructuring.ra.kroll.com/Endo/EPOC-Index>. For questions regarding this Proof of Claim form, please call Kroll Restructuring Administration LLC (“Kroll”) at (877) 542-1878 (toll free) or (929) 284-1688 (international) or visit <https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Read the instructions at the end of this document before filling out this form. This form is for making a claim for payment in a bankruptcy case. Creditor (also referred to as “You” throughout) shall provide information responsive to the questions set forth below.

This form is for claimants to assert any claims against the Debtors other than any claim arising from or relating to the Debtors’ manufacturing, marketing, and/or sale of Opioid products. For example, this form should be used to assert a (i) secured claim, (ii) claim entitled to priority under 11 U.S.C. § 507(a), and (iii) general unsecured claim that does not relate to Opioids (such as any claim based on alleged personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the use of any non-opioid products manufactured, marketed, and/or sold by any of the Debtors, e.g., ranitidine and transvaginal mesh products, or any claim related to the Debtors’ funded unsecured debt or trade payables).

Do not use this form to assert an unsecured claim against the Debtors seeking damages based on actual or potential personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the taking of Opioids manufactured, marketed, and/or sold by the Debtors and/or the taking of another Opioid for which You believe the Debtors are responsible for Your damages. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.

Do not use this form to assert a non-personal injury claim against any of the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids. Instead, You should file such claim on the General Opioid Proof of Claim Form.

Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

All Proofs of Claim submitted on the Non-Opioid Proof of Claim Form and any supporting documentation submitted that are based on an alleged personal injury, including relating to the use of ranitidine and/or transvaginal mesh products produced by any of the Debtors, shall remain **highly confidential** and shall not be made available to the public. If You indicate that Your Proof of Claim is based on alleged personal injury in Part 4 of the Proof of Claim form, **all pages** of the Proof of Claim and supporting documentation shall be treated as **highly confidential** and shall not be made publicly available.

If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, You will not be required to select the name of the Debtor against which the personal injury claim is filed or the case number of such Debtor’s bankruptcy case as set forth on the preceding page. Further, this form should be completed to the best of Your ability with the information available to You. If You are unable to answer certain questions at this time, the absence of an answer, by itself, will not result in the denial of Your claim, though You may be asked or required to provide additional information at a later date. You may also amend or supplement Your claim after it is filed. Please note that supporting documentation is requested in certain portions of the form. Please provide the requested information to the best of Your ability. At Your discretion, You may also provide additional information to supplement Your claim in any manner available to You.

If Your Proof of Claim is not based on alleged personal injury related to the use of ranitidine and/or transvaginal mesh products or You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, You must file separate Proofs of Claim forms against each Debtor and specify by name the Debtor against which the claim is filed and the case number of such Debtor’s bankruptcy case. If You have claims against more than one Debtor, You must file a separate Proof of Claim form with respect to each such Debtor. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the documents are not available, explain in an attachment. You must leave out or redact information that is entitled to privacy on this form or on any attached documents.

Fill in all of the information about Your claim as of August 16, 2022.

Do not send original documents as they will not be returned, and they may be destroyed after scanning.

	Part 1:	Identify the Claim												
1.	Who is the current Creditor?	Name of the individual or entity seeking payment for this claim. _____ Other names the Creditor used with the Debtors: _____												
2.	Has this claim been acquired from someone else?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. From whom? _____												
3.	Where should notices and payments to the Creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #eee;"> <th style="width: 60%;">Where should notices to the Creditor be sent?</th> <th style="width: 40%;">Where should payments to the Creditor be sent? (if different)</th> </tr> </thead> <tbody> <tr> <td>Name _____</td> <td>Name _____</td> </tr> <tr> <td>Number _____ Street _____</td> <td>Number _____ Street _____</td> </tr> <tr> <td>City _____ State _____ ZIP Code _____</td> <td>City _____ State _____ ZIP Code _____</td> </tr> <tr> <td>Contact phone _____</td> <td>Contact phone _____</td> </tr> <tr> <td>Contact email _____</td> <td>Contact email _____</td> </tr> </tbody> </table>	Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)	Name _____	Name _____	Number _____ Street _____	Number _____ Street _____	City _____ State _____ ZIP Code _____	City _____ State _____ ZIP Code _____	Contact phone _____	Contact phone _____	Contact email _____	Contact email _____
Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)													
Name _____	Name _____													
Number _____ Street _____	Number _____ Street _____													
City _____ State _____ ZIP Code _____	City _____ State _____ ZIP Code _____													
Contact phone _____	Contact phone _____													
Contact email _____	Contact email _____													
4.	Does this claim amend one already filed?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on: _____ MM / DD / YYYY												
5.	Do You know if anyone else has filed a Proof of Claim for this claim?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Who made the earlier filing? _____												
6.	Are You or Your counsel interested in receiving future correspondence from (i) the Debtors regarding the Debtors' proposed sale and/or (ii) the official committee of unsecured creditors regarding Your claims and the case?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. My email address (or the email address of my counsel) for receiving notices is: _____ <i>* Please note that by checking the "yes" box, You (or Your counsel) hereby consent to receiving notifications from the Debtors and/or the official committee of unsecured creditors via email. For the avoidance of doubt, nothing herein shall require the Debtors or the official committee of unsecured creditors to provide You (or Your counsel) with notice of matters not otherwise required under applicable law or pursuant to an order of the Bankruptcy Court.</i>												

Part 2:	Attorney Information (Optional)	
7.	Are You represented by an attorney in this matter? You do not need an attorney to file this form.	<input type="checkbox"/> No. <input type="checkbox"/> Yes. If yes, please provide the following information: _____ Law Firm Name _____ Attorney Name _____ Address _____ City State ZIP Code _____ Contact phone Contact email

Part 3:	Information About the Claim as of August 16, 2022	
8.	Do You have any number You use to identify the Debtor?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Last 4 digits of the Debtor’s account or any number You use to identify the Debtor: _____ <i>**If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, skip Question 8 as You do not have to specify by name the Debtor against which the personal injury claim is filed or the case number of such Debtor’s bankruptcy case.</i>
9.	How much is the claim? \$ _____	Does this amount include interest or other charges? <input type="checkbox"/> No. <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
10.	What is the basis of the claim? If Your claim is based on a non-opioid related personal injury, please respond to Question 18 instead of Question 10.	Examples: Goods sold, money loaned, lease, services performed, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). _____

11.	Is all or part of the claim secured?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. The claim is secured by a lien on property.	<p>Nature of property:</p> <input type="checkbox"/> Real estate. If the claim is secured by the Debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this Proof of Claim. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____							
		<p>Basis for perfection: _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p>								
		<p>Value of property: \$ _____</p>								
		<p>Amount of the claim that is secured: \$ _____</p>								
		<p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount stated in Question 9)</p>								
		<p>Amount necessary to cure any default as of the date of the petition: \$ _____</p>								
		<p>Annual Interest Rate (when case was filed) _____ %</p> <input type="checkbox"/> Fixed. <input type="checkbox"/> Variable.								
12.	Is this claim based on a lease?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition \$ _____								
13.	Is this claim subject to a right of setoff?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Identify the property: _____								
14.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority	<input type="checkbox"/> No. <input type="checkbox"/> Yes. <i>Check one:</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #e0e0e0;">Amount entitled to priority</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>	Amount entitled to priority	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Amount entitled to priority										
\$ _____										
\$ _____										
\$ _____										
\$ _____										
\$ _____										
\$ _____										
		<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the Debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.								
15.	Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Indicate the amount of Your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.	\$ _____							

Part 4:

Information About Non-Opioid Related Personal Injury Claim as August 16, 2022

16. **Is Your claim based on a non-opioid related personal injury of the Creditor (or injured person, if the claim is based on the personal injury of another)?**

No. *(Skip Part 4)*

Yes. *Check all that apply.*

Claim arising out of the use of ranitidine.

Claim arising out of the use of transvaginal mesh.

Other (describe): _____

17. **What is the year of birth, gender, and last 4 digits of the social security number of the Creditor (or injured person, if the claim is based on the personal injury of another)?**

Year of Birth: _____

Gender: Male Female Other: _____

Last 4 digits of Social Security Number (if available): XXX-XX-_____

If Your claim is based on personal injury to another (for example, a deceased, incapacitated, or minor family member), please provide the name of that other person (that is, the injured person). If the injured person is a minor (under 18), please provide only the minor's initials:

(c) If You are submitting a claim on behalf of another person, please provide Your name and relationship to that person:

If You are submitting a claim on behalf of a minor, are You the Legal Guardian?

No. Yes.

18. **Describe the non-opioid related personal injury claim.**

Attach additional sheets if necessary.

Do not describe Your Opioid-related personal injury claim. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.

Do not describe Your non-personal injury related Opioid claim. Instead, You should file such claim on the General Opioid Proof of Claim Form.

19. **Have You ever filed a lawsuit against the Debtor at any time?** No.

Yes. If yes, please provide the following information and attach supporting documentation:

Case Caption: _____

Court and Case/Docket Number: _____

Attorney Information:

Law Firm Name

Attorney Name

Address

City State ZIP Code

Contact phone: _____ Email: _____

Part 5:

Sign Below

The person completing this Proof of Claim must sign and date it. FRBP 9011(b).

If You file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both.

18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the Creditor.
- I am the Creditor’s attorney or authorized agent.
- I am the trustee, or the Debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the Creditor gave the Debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____
MM/DD/YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First Name Middle Name Last Name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State Zip Code

Contact phone _____ Email _____

Instructions for Non-Opioid Proof of Claim Form

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if You are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both. See 18 U.S.C. §§ 152, 157 and 3571.

ADDITIONAL INFORMATION

- **Fill in all the information about Your claim as of August 16, 2022.**

- **Attach any available supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* below.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).

- **If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products,** You do not need to check the box for the Debtor against whom You are filing a claim.

- **If Your Proof of Claim is not based on alleged personal injury related to the use of ranitidine and/or transvaginal mesh products or You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products,** You must check the box for the Debtor against whom You are filing a claim. If You have claims against more than one Debtor, You must file a separate Proof of Claim with respect to each such Debtor.

- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to You before the initial claim was filed.

- **Do not attach original documents because they will not be returned and may be destroyed after scanning.**

- **A Non-Opioid Proof of Claim Form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.

- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

- **The questions herein do not seek the discovery of information protected by the attorney-client privilege.**

- **Each question in this Proof of Claim form should be construed independently, unless otherwise noted.** No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.

- The words “and” and “or” should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.

- **After reviewing this form and any supporting documentation submitted with this form, additional information and documentation may be requested.**

PRIVACY INFORMATION

This information is not intended to supersede the Debtors’ privacy notices and may be considered an addendum to these. Any rights You may have under the Debtors’ privacy notices remain the same. Should You have any questions or concerns regarding this information or any rights You may have in relation to any personal data, please refer to the Debtors’ privacy notices (see “Further Information” below for links). Kroll is engaged by the Debtors for the purpose of facilitating their chapter 11 cases under the U.S. Bankruptcy Code and is subject to the terms of a data processing agreement compliant with applicable data protection laws. Kroll shall only process any personal information You may submit in accordance with such agreement and any order of the U.S. Bankruptcy Court and as necessary for such purpose.

If You decide to voluntarily submit a Proof of Claim, You voluntarily submit any personal information included therein, including, but not limited to, Your name, phone number, email address, mailing address, date of birth, gender, last 4 digits of Your social security number, and any other personal information You voluntarily provide on the Proof of Claim form and attached documentation. The processing of any such personal information will be undertaken on the basis of Your consent where required by applicable law. Where Your consent is not required by law, any personal information will be processed on the basis of the Debtors’ legitimate interests in relation to the processing of Your claim, to the extent required by, and in accordance with, applicable data protection laws.

Confidentiality of Any Personal Information You Provide Generally

All Non-Opioid Proof of Claim Forms claiming personal injury related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products) and any supporting documentation submitted with the form shall remain *highly confidential* and shall not be made publicly available on the Debtors’ case website nor included in the publicly available claims register, meaning that none of Your personal information will be made publicly available. For the avoidance of doubt, *all pages* of such personal injury related Proof of Claim and supporting documentation shall be treated as *highly confidential* and shall not be made publicly available. However, Your Non-Opioid Proof of Claim Form and supporting documentation, including Your personal information disclosed therein, may be made available to the following parties (subject to compliance with applicable Bankruptcy Court orders): (i) the Debtors, (ii) the Debtors’ advisors, including their counsel and financial advisors, (iii) Kroll and other parties assisting the Debtors with claims administration, (iv) the Debtors’ insurers and

insurance brokers, (v) the Bankruptcy Court, (vi) the U.S. Trustee, (vii) the advisors for the Ad Hoc First Lien Group, (viii) the advisors for the official committee of unsecured creditors, (ix) the advisors for the official committee of opioid claimants, (x) the future claimants' representative and his advisors and (xi) such other persons as the Bankruptcy Court determines are required to have the information in order to evaluate your personal injury claim (the parties listed in subclauses (i)-(xi) collectively, the "Authorized Parties"). By submitting this Proof of Claim, You consent to such limited disclosure to the Authorized Parties as set forth herein for the purpose of analyzing your claim or any ancillary purposes.

If Your Proof of Claim is not based on alleged personal injury related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products) or You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products), the Proof of Claim and attachments will be public documents that will be available for anyone to view on the Debtors' case website hosted by Kroll pursuant to applicable law and/or court order. Some or all of the personal information you provide may be publicly available. Please review Your Proof of Claim and supporting documents and redact accordingly prior to submitting them.

Your Personal Information Will Be Transmitted to the U.S.

If You are based outside of the U.S., then by submitting Your Proof of Claim form, You will transfer any personal information You submit from Your state, province, country, or other governmental jurisdiction to the U.S. where privacy laws may not be as protective as those in Your jurisdiction.

How is Your Information Secured?

The Debtors employ appropriate technical and organizational measures designed to protect the security of the information You provide on the Proof of Claim form. These measures are kept under review to ensure the ongoing integrity and confidentiality of personal information.

How Long Is Your Information Retained?

The information (including any personal information) You provide on this Proof of Claim form will be retained by or on behalf of the Debtors and Kroll or the Authorized Parties, as applicable, for as long as necessary for the purposes described above, as needed to resolve disputes or protect legal rights as they relate to such claim, or as otherwise required or permitted by applicable law.

What Are Your Rights?

To the extent applicable under the privacy laws of Your jurisdiction, You may have specific rights in relation to any personal information You provide on this form. Please note that any exercise of these rights is subject to certain exceptions and certain applicable laws, or court orders that may prohibit the amendment or erasure of such information once it is submitted, including information displayed and/or accessible on the case website, <https://restructuring.ra.kroll.com/endo/>. For further information on any rights You may have, or if You have any questions or concerns regarding the use of any personal information You provide on this form or would like to submit a complaint, please

see the Debtors' privacy notices (see "Further Information" below for links).

Further Information

For more information on how any personal information You submit will be handled by Kroll and the Debtor, please see (i) Kroll Privacy Notice (<https://restructuring.ra.kroll.com/endo/Home-PrivacyNotice>); (ii) Debtor Privacy Notices: Enterprise Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/privacy>); and (iii) EU Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/eu-privacy>).

CONFIRMATION THAT THE CLAIM HAS BEEN FILED

To receive confirmation that the claim has been filed, enclose a stamped, self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.ra.kroll.com/Endo/Home-ClaimInfo>.

UNDERSTANDING THE TERMS USED IN THIS FORM

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A Creditor's right to receive payment for a debt that the Debtor owed on the date the Debtor filed for bankruptcy. 11 U.S.C. §101(5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a Debtor owes a debt that was incurred on or before the date the Debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown on the first page of this Proof of Claim form. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information entitled to privacy: A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth.

Opioids: FDA- or Health Canada-approved pain-reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient's brain or body to produce an analgesic effect. The term "Opioid(s)" does not include:

(i) medications and other substances to treat opioid or other substance use disorders, abuse, addiction or overdose; (ii) raw materials and/or immediate precursors used in the manufacture or study of opioids or opioid products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; or (iii) opioids listed by the DEA as Schedule IV drugs pursuant to the federal Controlled Substances Act.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of Claim: A form that shows the amount of debt the Debtor is alleged to have owed to a Creditor on the date of the bankruptcy filing.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents. Filers will not be prejudiced or harmed in any way by redacting or leaving out information entitled to privacy on the Proof of Claim form.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the Debtor. A claim is secured to the extent that a Creditor has the right to be paid from the property before other Creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the Creditor has a lien. Any amount owed to a Creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist: for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a Creditor pays itself with money belonging to the Debtor that it is holding, or by canceling a debt it owes to the Debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a Creditor has a lien.

OFFERS TO PURCHASE A CLAIM

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact Creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the Debtors. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the Debtors. A Creditor has no obligation to sell its claim. However, if a Creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code

(11 U.S.C. § 101 *et seq.*) that apply, and any orders of the bankruptcy court that apply.

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

If by first class mail:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file Your claim electronically at

<https://restructuring.ra.kroll.com/Endo/EPOC-Index>

Do not file these instructions with Your form
--

Exhibit 3

WSJ Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

ENDO INTERNATIONAL plc, et al.,

Debtors.¹

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

GENERAL BAR DATE IS JULY 7, 2023 AT 5:00 P.M. (EASTERN TIME)

GOVERNMENTAL BAR DATE IS MAY 31, 2023 AT 5:00 P.M. (EASTERN TIME)

TO: ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE ABOVE-CAPTIONED DEBTORS:

1. On _____, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order [Docket No. ___] (the “Bar Date Order”)² establishing, among other things, certain deadlines for the filing of proofs of claim (each, a “Proof of Claim”) in the cases of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. By the Bar Date Order, the Court established **July 7, 2023, at 5:00 p.m., prevailing Eastern Time** (the “General Bar Date”) as the general deadline for all persons and entities other than Governmental Units (as defined below) to file Proofs of Claim in the Debtors’ chapter 11 cases for all Claims against the Debtors that arose or are deemed to have arisen prior to the date on which the Debtors commenced their chapter 11 cases, August 16, 2022 (the “Petition Date”), including, but not limited to, secured claims, priority claims, personal injury claims, and claims arising under section 503(b)(9) of the Bankruptcy Code,³ except as otherwise provided in the Bar Date Order and as described in the section titled “Proofs of Claim not Required to be Filed by the General Bar Date” below.

3. By the Bar Date Order, the Court also established **May 31, 2023, at 5:00 p.m., prevailing Eastern Time** (the “Governmental Bar Date”) as the general deadline for certain Governmental Units to file Proofs of Claim in the Debtors’ chapter 11 cases for all Claims against the Debtors that arose or are deemed to have arisen prior to

¹ The last four digits of Debtor Endo International plc’s tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Bar Date Order.

³ A claim arising under section 503(b)(9) of the Bankruptcy Code is a claim arising from the value of any goods received by the Debtors within 20 days before the Petition Date; *provided* that the goods were sold to the Debtors in the ordinary course of business.

the Petition Date, except as otherwise provided in the Bar Date Order. As described below, the Bar Date Order also establishes different bar dates for certain categories of Claims, including for Claims based on or involving the manufacturing, marketing, and/or sale of opioids asserted by: (i) all municipalities and other local governmental subdivisions (collectively, the “Local Governments”), (ii) all Federally Recognized Native American Tribes (collectively, the “Tribes”), (iii) all fifty states of the United States of America and the District of Columbia (collectively, the “States”) and (iv) any of the following territories of the United States of America: American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands (collectively, the “Territories”).

4. If not already mailed to you, please contact the Debtors’ claims and noticing agent, Kroll Restructuring Administration LLC (the “Claims and Noticing Agent”) at the contact information below for the appropriate proof of claim form(s) for your Claim(s). Please note that there are different proof of claim forms for: (a) personal injury opioid claimants (the “Personal Injury Opioid Proof of Claim Form”), (b) all other opioid claimants (i.e., non-personal injury), including any person, Governmental Units, Tribes and other entities (the “General Opioid Proof of Claim Form”), and (c) all other potential claimants (the “Non-Opioid Proof of Claim Form,” and together with the Personal Injury Opioid Proof of Claim Form and the General Opioid Proof of Claim Form, the “Proof of Claim Forms”) but not all potential claimants will receive all of the Proof of Claim Forms. The Proof of Claim Form(s) or a document accompanying the Proof of Claim Form(s) will state, along with your name, whether your Claim is listed in the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in the Debtors’ chapter 11 cases (as may be amended) (collectively, the “Schedules” and “Statements”) and, if so, whether your Claim is listed as: (y) disputed, contingent, or unliquidated; and (z) secured, unsecured, or priority. If applicable, the dollar amount of the Claim as listed in the Schedules also will be identified on the Proof of Claim Form. In the event of any conflict between the Claim information included in the Proof of Claim Form and the information provided in the Schedules, the Schedules shall control. If the Debtors believe that you may hold different classifications of Claims against the Debtors, you will receive multiple Proof of Claim Forms, each of which will reflect the nature, amount, and classification of your Claim against the Debtors, as listed in the Schedules. If you receive(d) multiple Proof of Claim Forms, then please review the instructions carefully to determine which Proof of Claim Form(s) to use to file your claim(s). If you believe that the Claims and Noticing Agent did not mail the applicable Proof of Claim Form, you may access and submit your claim electronically through the website of the Claims and Noticing Agent or request an additional Proof of Claim Form(s) from the Claims and Noticing Agent. The Claims and Noticing Agent will also have representatives available to provide you with additional information regarding the chapter 11 cases and the filing of a Proof of Claim.

5. **This Notice is being sent to many persons and entities that have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors. The fact that you have received this Notice does not mean that you have a Claim or that the Debtors or the Court believe that you have a Claim against the Debtors.**

6. **General Information about the Debtors’ Chapter 11 Cases.** The Debtors’ cases are being jointly administered under case number 22-22549 (JLG). On September 2, 2022, the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an Official Committee of Unsecured Creditors (the “UCC”) and an Official Committee of Opioid Claimants (the “OCC”) in the chapter 11 cases. No trustee or examiner has been appointed in the chapter 11 cases.

7. **Individual Debtor Information.** The name of each individual debtor and the last four digits of each Debtor’s federal tax identification number are available at the website of the Claims and Noticing Agent at <https://restructuring.ra.kroll.com/Endo> (the “Case Website”).

8. A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

A. Who Must File a Proof of Claim and the Applicable Bar Dates

9. The Bar Date Order establishes the following deadlines for filing Proofs of Claim in the Debtors' chapter 11 cases (collectively, the "Bar Dates"):

(a) **The General Bar Date.** Pursuant to the Bar Date Order, except as described below, all persons or entities holding Claims against a Debtor that arose, or are deemed to have arisen, before the Petition Date are required to file a Proof of Claim so that it is received by the Claims and Noticing Agent on or before the General Bar Date.

(b) **The Governmental Bar Date.** Pursuant to the Bar Date Order, except as described below, all Governmental Units holding Claims against a Debtor that arose, or are deemed to have arisen, before the Petition Date are required to file a Proof of Claim so that it is received by the Claims and Noticing Agent on or before the Governmental Bar Date.

(c) **The State/Local Governmental Opioid Bar Date.** (i) All Local Governments, (ii) all Tribes, (iii) all States and (iv) any Territories that wish to assert a Claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of opioids that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent by the earlier of (1) 10:00 a.m. (Prevailing Eastern Time) on the date set for the (first) disclosure statement hearing for any chapter 11 plan in these Chapter 11 Cases and (2) 5:00 p.m. (Prevailing Eastern Time) on the date that is 35 days after the date on which the Debtors file on the docket and serve a supplemental notice setting a deadline for such Local Governments, Tribes, States and/or Territories to file Proofs of Claim (such deadline, as applicable, the "State/Local Governmental Opioid Bar Date" and such notice, a "Supplemental Notice of State/Local Governmental Opioid Bar Date"). The Supplemental Notice(s) of State/Local Governmental Opioid Bar Date shall either be filed with the Debtors' proposed disclosure statement or on its own, but in no event shall any State/Local Governmental Opioid Bar Date be set for a date that is earlier than June 14, 2023. Notwithstanding anything contained herein, any States and/or Territories that do not elect to participate in the public opioid settlement contemplated by the stalking horse bid by the expiration of the public opioid trust opt-in period and wish to assert a Claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of opioids that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent by 5:00 p.m. (Prevailing Eastern Time) on the date that is 30 days after the General Bar Date; *provided* that in no event shall such date be later than September 15, 2023.

(d) **The Rejection Bar Date.** Any person or entity asserting Claims arising from or relating to the Debtors' rejection of an executory contract or unexpired lease pursuant to an order of the Court that is entered prior to confirmation of a chapter 11 plan is required to file a proof of claim, as provided herein, so that it is received by the Claims and Noticing Agent on or before the later of: (i) the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable; and (ii) 5:00 p.m., prevailing Eastern Time, on the date that is 30 days after the effective date of rejection of such executory contract or unexpired lease (the "Rejection Bar Date").

(e) **The Amended Schedule Bar Date.** If, after the date of this Notice, the Debtors amend or modify the Schedules to reduce the undisputed, noncontingent, and liquidated amount or to change the nature or classification of any Claim against the Debtors, the negatively impacted claimant may file a timely proof of claim

or amend any previously filed proof of claim in respect of the amended scheduled Claim on or before the later of (i) the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable; and (ii) 30 days after the date that notice of the applicable amendment to the Schedules is served on the affected claimant (the “Amended Schedule Bar Date”). By contrast, if (i) the amendment to the Schedules improves the amount or treatment of a previously scheduled or filed Claim and (ii) the affected claimant previously was served with a notice of the Bar Dates, the affected claimant will be subject to the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable. If the Debtors amend or modify their Schedules with respect to any Claim that the Debtors state has been satisfied, such paid creditor shall not be required to file a Proof of Claim with respect to the satisfied Claim unless the creditor disputes that such Claim has been satisfied. Notwithstanding the foregoing, nothing contained herein precludes the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

Subject to the terms described above for holders of claims subject to the Rejection Bar Date and the Amended Schedule Bar Date, and unless they hold a type of claim described in the below section, “Proofs of Claim Not Required to Be Filed By the General Bar Date,” or unless the Court orders otherwise, the following persons and entities must file Proofs of Claim in the chapter 11 cases on or before the applicable Bar Date:

(a) any person or entity (i) whose Claim against a Debtor is not listed in the Debtors’ Schedules or is listed as disputed, contingent, or unliquidated and (ii) that desires to participate in the Debtors’ chapter 11 cases or share in any distribution in these chapter 11 cases;

(b) any person or entity that (i) believes that its Claim is improperly classified in the Schedules or is listed in an incorrect amount and (ii) desires to have its Claim allowed in a classification or amount different from the classification or amount identified in the Schedules;

(c) any person or entity that believes that its Claim as listed in the Schedules is not an obligation of the specific Debtor against which such Claim is listed and that desires to have its Claim allowed against a Debtor other than the Debtor identified in the Schedules; and

(d) any person or entity holding a Claim that is allowable under section 503(b)(9) of the Bankruptcy Code as an administrative expense in these chapter 11 cases.

If it is unclear from the Schedules whether your prepetition Claim is disputed, contingent, or unliquidated as to amount or is otherwise properly listed and classified, you must file a Proof of Claim on or before the applicable Bar Date or your rights and claims may be waived. Any party that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein. In addition, failure to file a Proof of Claim may prevent you from sharing in distributions from the Debtors’ bankruptcy estates if you have a Claim that arose prior to Petition Date, and is not one of the types of claims described in the below section, “Proofs of Claim Not Required to Be Filed By the General Bar Date.”

B. Which Proof of Claim Form to File

10. If a Proof of Claim Form(s) was mailed to you, please review the instructions to such form(s) to determine which Proof of Claim Form(s) you should file. You should file the appropriate Court-approved Proof of Claim Form(s) that accompanies the Bar Date Notice that was mailed to you. Please contact the Claims and Noticing Agent if a Proof of Claim Form was not mailed to you. If you believe that you did not receive the applicable Proof of Claim Form(s), you may access and submit your claim electronically through the Case Website or contact the Claims and Noticing Agent to request an additional Proof of Claim Form(s).

Personal Injury Opioid Proof of Claim Form: If you have a Claim against the Debtors based on your own personal injury or another person's personal injury related to the taking of an opioid product manufactured, marketed, and/or sold by the Debtors, you should file the Personal Injury Opioid Proof of Claim Form or a substantially similar form. For example, individuals seeking damages for death, addiction or dependence, lost wages, loss of consortium, or Neonatal Abstinence Syndrome ("NAS"), regardless of the legal cause of action, should file the Personal Injury Opioid Proof of Claim Form.

General Opioid Proof of Claim Form: If you are a Governmental Unit, Tribe, person, or entity and you have a Claim against the Debtors based on the Debtors' marketing, and/or sale of opioids, excluding claims for personal injury, you should file the General Opioid Proof of Claim Form or a substantially similar form. For example, Governmental Units, hospitals, insurers, third-party payors, patients, or insureds seeking damages for an injury other than a personal injury, such as a financial or economic injury, should file the General Opioid Proof of Claim Form.

Non-Opioid Proof of Claim Form: If you are a person or entity and you have a Claim against the Debtors based on non-opioid related injuries or harm, including any alleged personal injuries arising from any non-opioid product manufactured, marketed, and/or sold by the Debtors, you should file the Non-Opioid Proof of Claim Form or a substantially similar form. For example, trade creditors seeking outstanding payments or Governmental Units asserting tax claims should file the Non-Opioid Proof of Claim Form.

Please refer to the full version of this notice on the Case Website or contact the Claims and Noticing Agent for further instructions regarding the Non-Opioid Proof of Claim Form and other Proof of Claim Forms.

11. **Confidentiality of Forms:** All Proofs of Claim submitted by personal injury claimants on Personal Injury Opioid Proof of Claim Forms, on Non-Opioid Proof of Claim Forms that are indicated as personal injury claims by marking the appropriate selection included in the Non-Opioid Proof of Claim Form, or on a non-case specific proof of claim form submitted prior to the entry of the Bar Date Order, and any supporting documentation submitted with such forms, shall be held and treated as **highly confidential** by, and shall only be made available to: (i) the Debtors, (ii) the Debtors' advisors, including their counsel and financial advisor, (iii) the Claims and Noticing Agent and other parties assisting the Debtors with claims administration, (iv) the Debtors' insurers and insurance brokers, (v) upon request, and on a professional eyes only basis, to (1) the Ad Hoc First Lien Group, (2) the UCC, (3) the OCC, and (4) the Future Claimants' Representative and his advisors and (vi) such other persons as the Court determines are required to have the information in order to evaluate any personal injury Claims (the parties listed in subclauses (i)-(vi) collectively, the "Authorized Parties") subject to each Authorized Party agreeing to be bound by the Protective Order (as defined below) (or if the transmission of such highly confidential information to such Authorized Party is otherwise permitted under the Protective Order) and applicable data privacy laws, and shall not be made available to the public (collectively, the rules governing confidentiality, the "Confidentiality Protocol").

For the avoidance of doubt, only the Claim number, Claim amount, and the total number of personal injury Claims, including any subcategories thereof (such as Claims relating to opioids (including for the avoidance of doubt claims on behalf of minors with Neonatal Abstinence Syndrome), transvaginal mesh and ranitidine), will be made publicly available on the Case Website and included in the publicly available claims register. Subject to the preceding paragraph, copies of Proofs of Claim submitted by personal injury claimants and supporting documentation shall be treated as Professional Eyes Only/Highly Confidential Information as set forth in the Stipulation and Protective Order entered by the Court on November 9, 2022 [Docket No. 623] (the "Protective Order"), and, as applicable, as Information Protected Pursuant to the Health Insurance Portability and Accountability Act of 1996, and made available only to the Court and the Authorized Parties.

C. Applicable to All Proof of Claim Forms: The Debtors have made available the appropriate Proof of Claim Form for use in these cases. If your Claim(s) is scheduled by the Debtors, you should receive a form(s) that also sets forth the amount of your Claim(s) as scheduled by the Debtors, the specific Debtor against which the Claim(s) is scheduled, and whether the Claim(s) is scheduled as disputed, contingent, or unliquidated. You have or will receive a different Proof of Claim Form for each Claim scheduled in your name by the Debtors. Please contact the Claims and Noticing Agent if a Proof of Claim Form was not mailed to you. Additional Proof of Claim Forms may be obtained at the website established by the Claims and Noticing Agent, located at <https://restructuring.ra.kroll.com/endo>.

12. To be valid, a Proof of Claim Form must be signed by the claimant or individual authorized to act on behalf of the claimant. If the claimant is not an individual, an authorized agent or representative of the claimant must sign the Proof of Claim Form. In addition, if a Proof of Claim is being submitted on behalf of a minor, including a minor diagnosed with Neonatal Abstinence Syndrome, then a parent, foster parent, or legal guardian may sign the Proof of Claim Form. The Claim must be written in English and the value of the Claim must be denominated in United States currency.

13. You may attach to your completed Proof of Claim any documents on which the Claim is based (if voluminous, a summary may be attached) if you would like, but you are not required to do so, and failure to attach any such documents will not affect your ability to submit a Proof of Claim form or result in the denial of your Claim. You may be required, in the future, to provide supporting documents for your Claim. You may also amend or supplement your Proof of Claim after it is filed, including, for the avoidance of doubt, after the applicable Bar Date, but not, without permission from the Court, to assert a new or additional Claim. **Do not send original documents with your Proof of Claim, as they will not be returned to you and may be destroyed after they are processed and reviewed.**

14. Your Proof of Claim Form must **not** contain complete social security numbers or taxpayer identification numbers (only the last four digits), a complete birth date (only the year), the name of a minor (only the minor's initials), or a financial account number (only the last four digits of such financial account).

15. Other than Proof of Claim Forms that are submitted by personal injury claimants (i) on Personal Injury Opioid Proof of Claim Forms, (ii) on Non-Opioid Proof of Claim Forms that are indicated as personal injury claims by marking the appropriate selection included in the Non-Opioid Proof of Claim Form, or (iii) prior to the entry of the Bar Date Order, all Proof of Claim Forms will be made publicly available on the Case Website in their entirety. For the avoidance of doubt, General Opioid Proof of Claim Forms and Non-Opioid Proof of Claim Forms (not submitted by a personal injury claimant) will be made publicly available on the Case Website in their entirety.

D. Proofs of Claim Not Required to Be Filed by the General Bar Date. The following parties in interest shall not be required to file a Proof of Claim in these Chapter 11 Cases on or before the applicable Bar Date, solely with respect to the following categories of Claims or interests:

(a) claims represented by the Future Claimants' Representative;⁴

(b) equity securities (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants or stock options) or other ownership interests in the Debtors (the holder of such interest, an "Interest Holder"); *provided, however*, that an Interest Holder that wishes to assert

⁴ The Debtors reserve the right to seek relief at a later date establishing a deadline for Future Claimants to file proofs of claim. The Future Claimants' Representative reserves all rights with respect thereto.

Claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a Claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date;⁵

(c) Claims against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Court or the Claims and Noticing Agent in a form substantially similar to Official Bankruptcy Form No. 410;

(d) Claims against the Debtors (i) that are not listed as disputed, contingent, or unliquidated in the Schedules and (ii) where the holder of such Claim agrees with the nature, classification, and amount of its Claim as identified in the Schedules;

(e) Claims against the Debtors that have previously been allowed by, or paid pursuant to, an order of the Court;⁶

(f) Claims allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense of these chapter 11 cases (other than any Claim allowable under section 503(b)(9) of the Bankruptcy Code);

(g) administrative expense Claims for postpetition fees and expenses incurred by any professional allowable under sections 328, 330, 331, and 503(b) of the Bankruptcy Code or 28 U.S.C. § 156(c);

(h) Claims for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;

(i) Claims asserted by any party that is exempt from filing a Proof of Claim pursuant to an order entered by the Court (including the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No 535]);

(j) Claims by any current officers and directors of the Debtors for indemnification, contribution, or reimbursement arising as a result of such officers' or directors' prepetition or postpetition services to the Debtors;

(k) Claims that are payable to the Court or to the United States Trustee Program pursuant to 28 U.S.C. § 1930;

(l) Claims of any Debtor against another Debtor or any Claims of a direct or indirect non-Debtor subsidiary or affiliate of Endo International plc against a Debtor;

(m) Claims asserted by a current or former employee of the Debtors, if an order of the Court authorized the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit, including pursuant to the final wages order [Docket No. 695]; *provided* that a current or former employee must submit a Proof of Claim by the General Bar Date for all other Claims arising on or before the Petition Date, including

⁵ The Debtors reserve the right to seek relief at a later date establishing a deadline for Interest Holders to file proofs of interest.

⁶ To the extent that any amounts paid by the Debtors to a creditor are subject to disgorgement pursuant to a postpetition trade agreement or otherwise, that creditor shall have until the later of (i) the General Bar Date and (ii) 30 days from the date of any disgorgement to file a Proof of Claim for the disgorged amount.

Claims for benefits not provided for pursuant to an order of the Court, wrongful termination, discrimination, harassment, hostile work environment, or retaliation; and

(n) any Claims limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, notes, bonds, debentures, or other debt securities or instruments issued or entered into by any of the Debtors (a “Debt Claim”) pursuant to an indenture, note, credit agreement or similar form of documentation, as applicable (together, the “Debt Instruments”); *provided* that the relevant indenture trustee, administrative agent, registrar, paying agent, loan or collateral agent, or any other entity serving in a similar capacity however designated (each, a “Debt Agent”) under the applicable Debt Instrument shall file a single master Proof of Claim, on or before the applicable Bar Date, against each Debtor obligated under the applicable Debt Instrument on account of all Debt Claims, which shall be filed and docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by such Debt Agent, and shall be deemed filed as against each such Debtor identified therein; *provided, however*, that any holder of a Debt Claim wishing to assert a Claim arising out of or relating to a Debt Instrument, other than a Debt Claim, must file a Proof of Claim with respect to such Claim on or before the applicable Bar Date, unless another exception identified herein applies; *provided, further*, that in lieu of attaching voluminous documentation, including documentation for compliance with Bankruptcy Rule 3001(d), the Debt Agent under the Debt Instrument may include a summary of the operative documents with respect to the Debt Claims.

E. No Requirement to File Certain Administrative Expense Claims. All administrative claims under section 503(b) of the Bankruptcy Code, other than Claims under section 503(b)(9) of the Bankruptcy Code, must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and shall not be deemed proper if made by Proof of Claim. Notwithstanding the foregoing, the filing of a Proof of Claim Form as provided herein shall be deemed to satisfy the procedural requirements for the assertion of any administrative priority claim under section 503(b)(9) of the Bankruptcy Code.

F. Consequences of Failure to File a Proof of Claim by the Applicable Bar Date

16. UNLESS THE COURT ORDERS OTHERWISE, PURSUANT TO SECTIONS 105(A) AND 502(B)(9) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3003(C)(2), ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES PURSUANT TO THE BANKRUPTCY CODE, THE BANKRUPTCY RULES, THE LOCAL RULES, OR THE BAR DATE ORDER WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO BY THE APPLICABLE BAR DATE, SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM: (A) ASSERTING ANY SUCH CLAIM AGAINST THE DEBTORS OR THEIR ESTATES OR PROPERTY (AND THE DEBTORS AND THEIR PROPERTIES AND ESTATES SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM) THAT (I) IS IN AN AMOUNT THAT EXCEEDS THE AMOUNT, IF ANY, THAT IS IDENTIFIED IN THE SCHEDULES ON BEHALF OF SUCH PERSON OR ENTITY AS UNDISPUTED, NONCONTINGENT, AND LIQUIDATED OR (II) IS OF A DIFFERENT NATURE OR CLASSIFICATION THAN ANY SUCH CLAIM IDENTIFIED IN THE SCHEDULES ON BEHALF OF SUCH PERSON OR ENTITY (ANY SUCH CLAIM UNDER THIS SUBSECTION (A), AN “UNSCHEDULED CLAIM”); OR (B) VOTING ON, OR RECEIVING DISTRIBUTIONS UNDER, ANY CHAPTER 11 PLAN IN THESE CHAPTER 11 CASES IN RESPECT OF AN UNSCHEDULED CLAIM.

G. Procedures for Filing Proofs of Claim. Proofs of Claim must be filed either (i) electronically through the Claims and Noticing Agent’s website (the “Case Website”) using the interface available on such

website located at <https://restructuring.ra.kroll.com/endo> under the link entitled “Submit a Claim” (the “Electronic Filing System”) or (ii) by delivering the original Proof of Claim Form by hand or mailing the original Proof of Claim Form so that it is actually received by the Claims and Noticing Agent or the Clerk of the Bankruptcy Court on or before the applicable Bar Date. Original Proof of Claim Forms should be sent to:

If by first class mail:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850 New York, NY
10163-4850

OR

United States Bankruptcy Court
Southern District of New York
One Bowling Green, Room 614
New York, NY 10004-1408

If by hand delivery, or overnight courier:

Endo International plc Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

A Proof of Claim shall be deemed timely filed only if it is actually received by the Claims and Noticing Agent or the Clerk of the Bankruptcy Court (i) at the applicable address listed above in subparagraph (e) or (ii) electronically through the Electronic Filing System on or before the applicable Bar Date. **Other procedures applicable to the filing of Proofs of Claim are set forth in the Bar Date Order. Holders of Claims should refer to the Bar Date Order or the Bar Date Notice mailed to you for these specific procedures.**

H. Additional Proof of Claim Forms. Forms may be obtained at the Case Website, located at <https://restructuring.ra.kroll.com/endo>.

I. Reservation of Rights. The Debtors retain the right to (a) dispute, or assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, priority, liability, classification, or otherwise; (b) subsequently designate any Claim as disputed, contingent, or unliquidated; and (c) otherwise amend, modify, or supplement the Schedules. Nothing contained in this Notice or the Bar Date Order shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

II. Additional Information. The Sale Notice, any Sale Hearing, and the Bar Date Notice are subject to the fuller terms and conditions of the Sale Motion, the Bidding Procedures Order, the Bidding Procedures, and the Bar Date Order each of which shall control, as applicable, in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety. Copies of the Sale Motion, the Bidding Procedures Order, the Bidding Procedures, the Sale Notice, the Bar Date Order, the Bar Date Notice, any Proof of Claim Form(s), and the Debtors’ schedules may be obtained free of charge by contacting the Claims and Noticing Agent, in writing, at Endo International plc Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, or online at <https://restructuring.ra.kroll.com/endo>. If you have questions concerning the filing or processing of claims, you may contact the Claims and Noticing Agent at (877) 542-1878 (toll free), (929) 284-1688 (local/international), or EndoInquiries@ra.kroll.com.

PLEASE NOTE THAT THE CLAIMS AND NOTICING AGENT CANNOT PROVIDE LEGAL ADVICE, NOR CAN IT ADVISE YOU AS TO WHETHER YOU SHOULD FILE A PROOF OF CLAIM. A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.
APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FOURTH SUPPLEMENTAL ORDER

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