



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

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

THE HONOURABLE CHIEF

)

THURSDAY, THE 13TH

JUSTICE MORAWETZ

)

)

DAY OF OCTOBER, 2022

**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

SECOND 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 certain orders made in the Foreign Proceeding, was heard this day by videoconference.

ON READING the Notice of Motion, the affidavit of Daniel Vas sworn October 7, 2022, the affidavit of Andrew Harnes sworn October 7, 2022, and the first report of KSV Restructuring Inc., in its capacity as information officer (the "**Information Officer**"), dated October 10, 2022, 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 abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used 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) Appointing Roger Frankel as Future Claimants’ Representative, Effective as of the Petition Date; and (II) Granting Related Relief (the “**Future Claimants Representative Order**”)* (a copy of which is attached as Schedule A hereto);
 - (b) *Second Interim Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Continue Employee Benefit Programs and Pay Related Administrative Obligations; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief (the “**Second Interim Wages Order**”)* (a copy of which is attached as Schedule B hereto);
 - (c) *Final Order (I) Authorizing Debtors to Honor Prepetition Obligations to Customers and Related Third Parties and to Otherwise Continue Customer Programs; (II) Granting Relief from Stay to Permit Setoff in Connection with*

*Customer Programs; (III) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (IV) Granting Related Relief (the “**Final Customer Programs Order**”)* (a copy of which is attached as Schedule C hereto);

- (d) *Final Order (I) Authorizing Payment of Certain Prepetition Specified Trade Claims; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief (the “**Final Vendor Order**”)* (a copy of which is attached as Schedule D hereto);
- (e) *Final Order Authorizing (I) Debtors to Pay Certain Prepetition Taxes, Governmental Assessments, and Fees; and (II) Financial Institutions to Honor and Process Related Checks and Transfers (the “**Final Taxes Order**”)* (a copy of which is attached as Schedule E hereto);
- (f) *Final Order Authorizing (I) the Debtors to Continue and Renew Their Insurance Programs and Honour all Obligations in Respect Thereof; (II) Financial Institutions to Honor and Process Related Checks and Transfers; and (III) the Debtors to Modify the Automatic Stay With Respect to Workers’ Compensation Claims (the “**Final Insurance Order**”)* (a copy of which is attached as Schedule F hereto);
- (g) *Final Order (I) Authorizing the Debtors to (A) Continue Using Existing Cash Management Systems, Bank Accounts, and Business Forms and (B) Implement Changes to Their Cash Management System in the Ordinary Course of Business; (II) Granting Administrative Expense Priority for Postpetition Intercompany Claims; (III) Granting a Waiver With Respect to the Requirements of 11 U.S.C. § 345(b); and (IV) Granting Related Relief (the “**Final Cash Management Order**”)* (a copy of which is attached as Schedule G hereto); and
- (h) *Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Deeming Utilities Adequately Assured of Future Performance; and (III) Establishing Procedures for Determining Requests for Additional Adequate*

Insurance (the “**Utilities Order**”) (a copy of which is attached as Schedule H 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.

GENERAL

4. **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.

5. **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.

6. **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
FUTURE CLAIMANTS REPRESENTATIVE 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 Nos. 21, 40, 186, 205, 252

**ORDER (I) APPOINTING ROGER FRANKEL AS
FUTURE CLAIMANTS' REPRESENTATIVE, EFFECTIVE AS
OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the debtors and debtors in possession (collectively, the "Debtors" and together with their non-debtor affiliates, the "Company") in the above-captioned cases (the "Chapter 11 Cases") for an order (this "Order") appointing Roger Frankel as future claimants' representative in the Chapter 11 Cases (the "FCR"), effective as of the Petition Date, all as more fully set forth in the Motion and the *Declaration of Roger Frankel in Support of the Motion of the Debtors for Entry of an Order Order (I) Appointing Roger Frankel as Future Claimants' Representative, Effective as of the Petition Date; and (II) Granting Related Relief* attached thereto as Exhibit B (the "Frankel Declaration"); and this Court having reviewed the Motion, including the Prepetition FCRA attached to the Motion as Exhibit C, and the Frankel Declaration, and having heard the statements of counsel regarding the relief requested in 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 Dr, Malvern PA 19355.

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

Motion at a hearing before this Court, if any (the “Hearing”); and this Court having found that (a) this 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 this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. Roger Frankel is hereby appointed as the FCR, effective as of the Petition Date.
4. The FCR is hereby appointed to protect the rights of any individual (such individuals, the “Future Claimants”), subject to paragraph 5 herein:
 - (a) who asserts one or more personal injury claims against a Debtor or a successor of the Debtors’ businesses based on a Debtor’s conduct either (i) before the Effective Date (as it relates to opioid products); or (ii) before the Petition Date (as it relates to transvaginal mesh and ranitidine products);
 - (b) whose claims relate to opioid products, transvaginal mesh products, or ranitidine products; and
 - (c) who could not be compelled by virtue of any bar date order pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(3) (whether or not any such order is issued in the Chapter 11 Cases) to assert such

claims in the Chapter 11 Cases or otherwise be barred from asserting such claims under applicable law because, among other reasons, the claimant: (i) was unaware of the injury as of the Effective Date; (ii) has a latent manifestation of the injury after the Effective Date; or (iii) as of the Effective Date, was otherwise unable or incapable of asserting such claims; for the avoidance of doubt, if an individual could be required by virtue of any bar date order issued pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(3) (whether or not any such order is issued in the Chapter 11 Cases) to assert its claims in the Chapter 11 Cases, or otherwise would be barred under applicable law from asserting such claims after the passing of the applicable deadlines for asserting such claims in the Chapter 11 Cases, then such individual is not a Future Claimant.

5. The definition of Future Claimants is without prejudice to the right of the Debtors, the Official Committee of Opioid Claimants (the “OCC”), the Official Committee of Unsecured Creditors (the “UCC”), the Ad Hoc First Lien Group (as defined in the First Day Declaration), or the FCR to file a motion seeking entry of an order modifying the definition of Future Claimants, or of this Court to modify such definition (after proper notice, an opportunity to object, and a hearing) in connection with confirmation of any chapter 11 plan containing a discharge or any orders approving one or more sales of the Debtors’ assets “free and clear” of liabilities.

6. The FCR is appointed subject to the following terms and conditions:

- (a) Standing. The FCR shall have standing under section 1109(b) of the Bankruptcy Code to be heard as a party-in-interest in all matters relating to the Chapter 11 Cases and shall have such powers and duties of a committee, as set forth in section 1103 of the Bankruptcy Code, as are appropriate for an FCR.
- (b) Right to Receive Notices. The FCR and professionals retained by the FCR and approved by this Court shall have the right to receive all notices and pleadings that are required to be served upon any statutory committee and its counsel pursuant to applicable law or an order of this Court.
- (c) Engagement of Professionals. The FCR may, with prior approval from this Court pursuant to sections 105(a) and 1103 of the Bankruptcy Code and consistent with the treatment afforded other professionals in the Chapter 11 Cases, retain attorneys and other professionals.

- (d) Compensation. The FCR shall apply for compensation in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and any order entered by this Court establishing procedures for interim compensation and reimbursement of expenses of professionals. Subject to Court approval, the FCR shall be compensated at an hourly rate of \$1,160, subject to periodic adjustment, plus reimbursement of reasonable and documented expenses.
- (e) Limitation of Liability. The FCR will not be liable for any damages or have any obligations other than as prescribed by order of this Court; *provided, however*, that the FCR may be liable for damages caused by willful misconduct or gross negligence. The FCR will not be liable to any person as a result of any action or omission taken or made in good faith.
- (f) Indemnification. The Debtors will indemnify, defend, and hold harmless the FCR and his partners, associates, principals, employees, advisors, and professionals (collectively, the “Indemnified Parties” and each, individually, an “Indemnified Party”) from and against any losses, claims, damages, or liabilities (or actions in respect thereof) to which any Indemnified Party may become subject as a result of or in connection with the FCR’s rendering of services in his capacity as the FCR, unless and until it is finally judicially determined that such losses, claims, damages, or liabilities were caused by gross negligence, willful misconduct, fraud, or bad faith on the part of one or more of the Indemnified Parties in performing their obligations. The foregoing entitlement of the FCR shall include, without limitation, (i) the right to be indemnified against any liability related or resulting from any information provided by the FCR that is inaccurate in any respect as a result of misrepresentation, omission, failure to update, or otherwise, unless the FCR actually knew of such inaccuracy at the time of the misrepresentation, omission, failure to update, or other occurrence in such action or proceeding, whether such action is concluded, ongoing, or threatened, and (ii) the right to be indemnified for any expenses, including reasonable attorney’s fees, that the FCR may incur in enforcing this indemnification provision. Any such indemnification will be an allowed administrative expense under section 503(b) of the Bankruptcy Code. For the avoidance of doubt, gross negligence, willful misconduct, fraud, or bad faith on the part of one Indemnified Party will not preclude indemnification for the other Indemnified Parties. If, before the earlier of (i) the effective date of a plan confirmed in the Chapter 11 Cases, and (ii) the entry of an order closing the Chapter 11 Cases, an Indemnified Party believes that he, she, or it is entitled to payment of any amount by the Debtors on account of the Debtors obligations to indemnify, defend, and hold harmless as set forth herein, including, without limitation, the advancement of defense costs, the Indemnified Party must file an application for such amounts with this Court, and the Debtors may not pay any such amounts to the Indemnified Party before the entry of an order by this Court authorizing such payments.

The preceding sentence is intended to specify the period of time during which this Court has jurisdiction over the Debtors' obligations to indemnify, defend, and hold harmless as set forth herein, and is not a limitation on the duration of the Debtors' obligation to indemnify any Indemnified Party. In the event that a cause of action is asserted against any Indemnified Party as a result of or in connection with the FCR's rendering services in his capacity as the FCR, the Indemnified Party shall have the right to choose his, her, or its own counsel.

7. Nothing in this Order shall determine any trust-related allocations or trust distribution procedures.

8. Nothing in this Order shall be a determination by this Court that Future Claimants exist in these Chapter 11 Cases or in any other opioid-related chapter 11 case, nor shall anything in this Order be deemed an admission by the OCC, the UCC, or any other interested party in these Chapter 11 Cases that Future Claimants exist in these Chapter 11 Cases or in any other opioid-related chapter 11 case.

9. The Debtors, the FCR, and any party-in-interest that may be the beneficiary of any release or injunction granted or order approving a sale or sales of the Debtors' assets in these cases (the "Protected Parties") may use and rely on this Order (a) in these Chapter 11 Cases, for prosecution of any proposed plan of reorganization in these Chapter 11 Cases, any proposed sale or sales of the Debtors' assets, and any appellate or other proceedings related to, arising from or connected to the Chapter 11 Cases and (b) in support of or in furtherance of the enforcement of any order entered, or plan of reorganization confirmed, in these Chapter 11 Cases. No other person may use the entry of this Order in any other pending proceeding, situation, pleading, case, controversy, dispute, argument, or for any purpose unrelated to the Debtors, any reorganized debtor, any confirmed plan of reorganization in these Chapter 11 Cases, or the sale or sales of any of the Debtors' assets.

10. For the avoidance of doubt, nothing in this Order shall be construed as the OCC's or UCC's support, in any way, for the Restructuring Support Agreement [Docket No. 20], the Restructuring Term Sheet attached thereto, any opioid trust term sheet, any proposed plan of reorganization, any proposed disclosure statement, any confirmed plan of reorganization in these Chapter 11 Cases, or any matters contained in any of such documents or related documents, in any manner whatsoever, other than the matters contained in this Order.

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

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

Dated: September 30, 2022
New York, New York

/s/ James L. Garrity, Jr.

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

**SCHEDULE B
SECOND INTERIM WAGES 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 Nos. 7, 91, 279****SECOND INTERIM ORDER (I) AUTHORIZING DEBTORS TO (A) PAY
PREPETITION WAGES, SALARIES, EMPLOYEE BENEFITS AND
OTHER COMPENSATION AND (B) CONTINUE EMPLOYEE BENEFITS
PROGRAMS AND PAY RELATED ADMINISTRATIVE OBLIGATIONS;
(II) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS
RELATED CHECKS AND TRANSFERS; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”) in the above-captioned cases (the “Chapter 11 Cases”) for an interim order and a final order (a) authorizing, but not directing, the Debtors, in their sole discretion, to (i) pay Prepetition Employee Obligations and related Processing Costs arising under or related to Compensation and Benefits Programs and (ii) continue their Compensation and Benefits Programs in effect as of the Petition Date (and as may be amended, renewed, replaced, modified, revised, supplemented and/or terminated from time to time in the ordinary course of business) and pay related administrative

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 Motion and Reply.

obligations; (b) authorizing and directing the Banks to honor and process related checks and transfers; and (c) granting related relief, all as more fully set forth in the Motion; and upon the Debtors' request for additional interim relief for the period ranging from September 28, 2022 through October 13, 2022 (the "Second Interim Period") as detailed in the Debtors' reply to the Objections (the "Reply") and as set forth in this second interim order (the "Second Interim Order") and the Court having reviewed the Motion, the First Day Declaration, and the Reply, and held a hearing to consider the relief requested in the Motion (the "Hearing") and granted the first interim order (the "Interim Order"); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 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) due and proper notice of the Motion has been provided to the Notice Parties (as defined below) and it appearing that no other or further notice need be provided; 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 it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates and is in the best interests of the Debtors, their estate, creditors, and other parties-in-interest after taking into account the priority scheme of the Bankruptcy Code; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT

1. The Motion is GRANTED on a second interim basis as set forth herein.
2. The Debtors are hereby authorized, but not directed, in their sole discretion, to pay all amounts required under or related to the Compensation and Benefits Programs, including any Prepetition Employee Obligations and any prepetition Processing Costs; *provided, however*

that notwithstanding the foregoing, during the Second Interim Period, such payments on account of the Employee Bonus Plans, Non-Insider Retention Programs, and payments that exceed the Employee Cap shall be limited to \$372,998.00 in the aggregate as set forth in the Schedule of Second Interim Payments attached hereto as **Exhibit 1**.

3. Subject to paragraph 2 of this Second Interim Order, the Debtors are authorized, but not required, in their sole discretion, (a) to continue to pay and honor their obligations arising under or related to their Compensation and Benefits Programs as such Compensation and Benefits Programs were in effect as of the Petition Date and (b) upon notice to counsel to the Ad Hoc First Lien Group and counsel to any statutory committee appointed in the Chapter 11 Cases, to amend, renew, replace, modify, revise, supplement and/or terminate such Compensation and Benefits Programs in the ordinary course of business; *provided that*, this Second Interim Order does not authorize any action that is otherwise prohibited by the Bankruptcy Code, and, beginning on the date that is seven days after entry of this Second Interim Order and on a weekly basis thereafter, the Debtors shall provide a report describing any payments on account of any prepetition Reimbursable Expenses to counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, counsel to the U.S. Trustee, and counsel to any statutory committee appointed in the Chapter 11 Cases (collectively, the “Notice Parties”), including the name and job title of each employee to be reimbursed and a description of each expense. The Debtors shall confer with any Notice Party who objects to such payments to make any adjustments necessary to resolve such objection.

4. Notwithstanding the authority provided in paragraphs 2 and 3 above, pending entry of the Final Order, the Debtors are not authorized to remit, pay, satisfy, or honor prepetition or postpetition obligations that have accrued or will accrue on account of Outside

Director Compensation, Outside Director Expenses, or the Severance Plan. The Debtors shall, following consultation with the Ad Hoc First Lien Group, provide seven days' notice to the Notice Parties of any proposed Spot Awards, including the name and job title of each employee to be paid or awarded. The Debtors shall not make any such payment pending the resolution of a timely objection from any Notice Party, including, without limitation, the Ad Hoc First Lien Group. Notwithstanding the foregoing, the Debtors shall not make any payments of Spot Awards or under any Employee Bonus Plans or Retention Programs to insiders (as defined in section 101(31) of the Bankruptcy Code) without further order of this Court; provided that to the extent that any Employee who participates in Employee Bonus Plans or Retention Programs is later determined by the Debtors or by this Court to be an Insider, such Employee will no longer be eligible to participate in any such programs absent further order from the Court and all rights of parties in interest, including any statutory committees appointed in these Chapter 11 Cases and the U.S. Trustee, to seek clawback or disgorgement of payments made to such Insiders are reserved. For the avoidance of doubt, all claims relating to any prepetition payments made under any Compensation and Benefits Programs to Insiders are expressly preserved.

5. Following entry of this Second Interim Order and on a monthly basis thereafter, the Debtors shall provide a report describing any payments made pursuant to the relief granted in the Motion, including an aggregate total of such payments as compared to the applicable caps established by this Second Interim Order, to the Notice Parties.

6. The Debtors are authorized, but not directed, in their sole discretion, to (a) continue utilizing third parties for certain services solely as described in the Motion and to pay or cause to be paid such claims as and when such obligations are due and (b) pay prepetition

amounts owing in the ordinary course of business to third parties in connection with administering and maintaining the Compensation and Benefits Programs.

7. The Debtors are authorized to forward any unpaid amounts on account of deductions or payroll taxes to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition practices and policies.

8. All Banks are (a) authorized and directed to receive, process, honor, and pay any and all checks, drafts, electronic transfers, and other forms of payment used by the Debtors on account of the Compensation and Benefits Programs, whether presented before, on, or after the Petition Date; and (b) prohibited from placing any hold on, or attempting to reverse, any automatic transfer on account of the Compensation and Benefits Programs. The Banks shall rely on the representations of the Debtors as to which checks and fund transfers should be honored and paid pursuant to this Second Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

9. Any party receiving payment from the Debtors is authorized and directed to rely on the representations of the Debtors as to which payments are authorized by this Second Interim Order.

10. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, approving the use of cash collateral (the "Cash Collateral Order") and any budget in connection with any such use of cash collateral. To the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

11. As directed in the Interim Order, the Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. As directed in the Interim Order, the Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, and any statutory committee appointed in the Chapter 11 Cases every 30 days beginning upon entry of the Interim Order.

12. For the avoidance of doubt, to the extent that any employee is determined by a final order of this Court or any court of competent jurisdiction to have: (a) knowingly participated in any criminal misconduct in connection with his or her employment with the Debtors or (b) been aware, other than from public sources, of acts or omissions of others that such employee knew at the time were fraudulent or criminal with respect to the Debtors' commercial practices in connection with the sale of opioids and failed to report such fraudulent or criminal acts or omissions internally at the Debtors or to law enforcement authorities at any time during his or her employment with the Debtors, such employee shall not be eligible to receive any payments approved by the Interim Order or this Second Interim Order. All parties' rights, if any, to seek disgorgement of payments following the entry of such final order are reserved. Nothing in this paragraph shall, or shall be deemed to, create, expand, or otherwise modify any party's rights, standing, authority, or ability, statutory or otherwise, to (a) investigate, pursue, assert, prosecute, or settle any claims or causes of action of any kind or nature (including but not limited to disgorgement), or (b) object to, or seek to unwind or undo, the Interim Order or this Second Interim Order and the relief granted pursuant to each.

13. Nothing contained in the Motion or this Second Interim Order, nor any payment made pursuant to the authority granted by this Second Interim Order, shall constitute or be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) promise to pay any claim, (e) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, or (f) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

14. Nothing in the Motion or this Second Interim Order, nor as a result of any payment made pursuant to this Second Interim Order, shall be deemed or construed as a waiver of the right of the Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Second Interim Order.

15. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

16. The rights of all parties in interest, including any statutory committees appointed in these Chapter 11 Cases and the U.S. Trustee, to object to payments that the Debtors have made or are seeking to make, upon entry of the Final Order, under the Employee Bonus Plans, Non-Insider Retention Programs, Severance Plans, and in excess of the Employee Cap, are expressly preserved.

17. Notwithstanding Bankruptcy Rule 6004(h), this Second Interim Order shall be effective and enforceable immediately upon entry.

18. The Debtors are authorized and empowered to take all action necessary to effectuate the relief granted in this Second Interim Order.

[Remainder of Page Intentionally Left Blank.]

19. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Second Interim Order.

Dated: October 3, 2022
New York, New York

/s/ James L. Garrity, Jr.

HONORABLE JAMES L. GARRITY, JR
U.S. BANKRUPTCY JUDGE

Exhibit 1

Schedule of Second Interim Payments

Schedule of Second Interim Payments

2ND INTERIM ORDER TO PAY WAGES, SALARIES, EMPLOYEE BENEFITS, AND OTHER COMPENSATION					
Wage Relief Group	Count	Amount	Administrative	Priority Unsecured	General Unsecured
Pre-Petition Amounts					
Sales IC True-up	52	\$54,630		\$50,762	\$3,868
Sales IC - Other	11	25,145		25,145	
Sign-On Bonus	5	29,835		28,419	1,416
Wage Claim	2	4,489			4,489
Subtotal - Pre-Petition Amounts	70	\$114,098		\$104,326	\$9,772
Post Petition Amounts					
LTIP	8	\$202,234	\$202,234		
Sign-On Bonus	1	40,000	\$40,000		
2020 Restructuring Initiative	1	10,000	\$10,000		
Subtotal - Post-Petition Amounts	10	\$252,234	\$252,234		
SubTotal	80	\$366,332	\$252,234	\$104,326	\$9,772
Additional Pre-Petition Amounts					
Sales IC - True Up	2	\$6,666		\$6,666	
Grand Total	82	\$372,998	\$252,234	\$110,992	\$9,772

**SCHEDULE C
FINAL CUSTOMER PROGRAMS 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 Nos. 10, 83, 262**

**FINAL ORDER (I) AUTHORIZING DEBTORS TO
HONOR PREPETITION OBLIGATIONS TO CUSTOMERS AND
RELATED THIRD PARTIES AND TO OTHERWISE CONTINUE
CUSTOMER PROGRAMS; (II) GRANTING RELIEF FROM STAY TO
PERMIT SETOFF IN CONNECTION WITH THE CUSTOMER PROGRAMS;
(III) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS
RELATED CHECKS AND TRANSFERS; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”) in the above-captioned cases (the “Chapter 11 Cases”) for an order (a) authorizing, but not directing, the Debtors, in their sole discretion, to honor certain prepetition obligations owed to Customers under the Customer Programs and to otherwise continue, renew, replace, modify, implement, revise and/or terminate Customer Programs in the ordinary course of business; (b) granting relief from stay to permit setoff in connection with the Customer Programs; (c) authorizing and directing the Banks to honor and process related checks and transfers; and (d) granting related relief, all as more

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.primeclerk.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 Motion.

fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); 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); (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 and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, in that such relief provides a material net benefit to the Debtors’ estates and creditors after taking into account the Bankruptcy Code’s priority scheme and such relief is a proper exercise of business judgment and 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 on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, in their sole discretion, and are granted relief from section 362 of the Bankruptcy Code, where applicable, to continue the Customer Programs, including, but not limited to, the Chargeback Program, Rebate and Fee Program, Prompt Pay Discount Program, Product Return Program, Co-Pay Reductions, and Other Customer Programs, in the ordinary course of business on a post-petition basis and, without further order of this Court, to perform and honor all prepetition obligations thereunder, including making all payments, satisfying all obligations and permitting all setoffs in connection therewith, in each case, in the ordinary course of business and in the same manner and on the same basis as if the Debtors performed and honored such obligations prior to the Petition Date; *provided* that the Debtors shall provide updates to the Ad Hoc First Lien Group, the Official Committee of

Unsecured Creditors (the “UCC”), and the Official Committee of Opioid Claimants (the “OCC”) as to the foregoing upon reasonable request.

3. The Debtors are authorized, but not directed, to (a) continue utilizing third parties in connection with administering and maintaining the Customer Programs as described in the Motion and to pay or cause to be paid such claims as and when such obligations are due and (b) pay prepetition amounts owing in the ordinary course of business to third parties in connection with administering and maintaining the Customer Programs; *provided* that the Debtors shall provide updates to the Ad Hoc First Lien Group, the UCC, and the OCC as to the foregoing upon request.

4. The Debtors are authorized, but not directed, in their sole discretion, to continue, renew, replace, modify, implement, revise and/or terminate their Customer Programs as they deem appropriate, in their sole discretion, and in the ordinary course of business, without further application to this Court; *provided* that the Debtors shall provide updates to the Ad Hoc First Lien Group, the UCC, and the OCC as to the foregoing upon reasonable request.

5. All Banks are (a) authorized and directed to receive, process, honor and pay any and all checks, drafts, electronic transfers and other forms of payment used by the Debtors on account of the Customer Programs, whether presented before, on or after the Petition Date; and (b) prohibited from placing any hold on, or attempting to reverse, any automatic transfer on account of the Customer Programs. The Banks shall rely on the representations of the Debtors as to which checks and fund transfers should be honored and paid pursuant to this Order without any duty of further inquiry and without liability for following the Debtors’ instructions.

6. Any party receiving payment from the Debtors is authorized and directed to rely on the representations of the Debtors as to which payments are authorized by this Order.

7. As directed in the Interim Order, the Debtors shall maintain a matrix/schedule of cash payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment, including the allocation of costs between Debtors and non-Debtor affiliates. As directed in the Interim Order, the Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Cross-Holder Group, the Proposed FCR (as defined in the First Day Declaration) and counsel to the Proposed FCR, the UCC, the OCC, and any other statutory committee appointed in the Chapter 11 Cases every 30 days beginning upon entry of the Interim Order.

8. Nothing contained herein is or should be construed as: (a) an implication or admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any other party-in-interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) a promise to pay any claim, (e) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved), (f) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (g) a waiver of the obligation of any party in interest to file a proof of claim, or (h) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. If this Court grants the relief sought herein, any payment made pursuant to this Court's order is not intended to be and should not be construed as

an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

9. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to and in accordance with any interim and final orders, as applicable, approving the use of cash collateral (the "Cash Collateral Order") and any budget in connection with any such use of cash collateral. To the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

10. Nothing in the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as a waiver of the right of the Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Order.

11. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

12. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry.

13. The Debtors are authorized and empowered to take all action necessary to effectuate the relief granted in this Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: September 30, 2022
New York, New York

/s/ James L. Garrity, Jr.

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

**SCHEDULE D
FINAL VENDOR 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 Nos. 11 & 86****FINAL ORDER (I) AUTHORIZING PAYMENT
OF CERTAIN PREPETITION SPECIFIED TRADE CLAIMS;
(II) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS
RELATED CHECKS AND TRANSFERS; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”) in the above-captioned cases (the “Chapter 11 Cases”) for an order (a) authorizing, but not directing, the Debtors, in their sole discretion, to pay certain Specified Trade Claims in the ordinary course on a postpetition basis, and approving procedures related thereto, of (i) Lienholders; (ii) 503(b)(9) Vendors; (iii) Foreign Vendors; and (iv) Critical Vendors in an aggregate amount not to exceed the Critical Vendors Claims Cap; (b) authorizing and directing the Banks to honor and process related checks and transfers; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and having heard 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 Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); 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); (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 and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, in that such relief provides a material net benefit to the Debtors’ estates and creditors after taking into account the Bankruptcy Code’s priority scheme, such relief is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and is a proper exercise of business judgment and 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 on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay prepetition Specified Trade Claims comprising all outstanding (a) Lienholder Claims, 503(b)(9) Claims, and Foreign Vendor Claims and (b) Critical Vendor Claims, subject to the Critical Vendors Claims Cap, *provided* that to the extent any payment on account of any such Lienholder Claims, 503(b)(9) Claims, Foreign Vendor Claims, or Critical Vendor Claims is in excess of \$500,000, the Debtors shall provide three (3) business days’ notice or such shorter notice as is reasonably practicable under the circumstances to counsel for the Official Committee of Unsecured Creditors (the “UCC”) and the Official Committee of Opioid Creditors (the “OCC”) in advance of such payment. In the event the Debtors will exceed the Critical Vendors Claims Cap, the Debtors shall provide

notice to the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the UCC, the OCC, and the U.S. Trustee of their intent to do so (the “Critical Vendors Claims Cap Notice”). Following the provision of the Critical Vendors Claims Cap Notice, the Debtors shall file with the Court and serve upon all parties entitled to service of the Motion a proposed order increased the Critical Vendors Claims Cap (the “Proposed Critical Vendors Claims Cap Order”). If no party objects to the Proposed Critical Vendors Claims Cap Order within seven days after the filing of the Proposed Critical Vendors Claims Cap Order, the Court may enter the Proposed Critical Vendors Claims Cap Order without a hearing.

3. The Debtors, in their sole discretion, may condition payment of any Specified Trade Claims upon agreement by the Specified Trade Claimant to supply goods or services to the Debtors on such Specified Trade Claimant’s Customary Trade Terms (as defined below) for a period following the date of the agreement or on such other terms and conditions as are acceptable to the Debtors. As used herein, “Customary Trade Terms” means, with respect to a Specified Trade Claimant, (a) the normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments and programs), that were most favorable to the Debtors and in effect between such Specified Trade Claimant and the Debtors in the 18-month period prior to the Petition Date or (b) such other trade terms as agreed to by the Debtors and such Specified Trade Claimant.

4. The form of Trade Agreement attached hereto as **Exhibit 1** is approved in its entirety. Except as otherwise set forth herein, the Debtors shall condition payment of Specified Trade Claims pursuant to this Order upon the execution of a Trade Agreement. Notwithstanding anything to the contrary herein, the Debtors are authorized, but not directed, in their sole discretion, to enter into such Trade Agreements when and if the Debtors determine, in the exercise of their

business judgment, that it is appropriate to do so. A Trade Agreement, once agreed to and accepted by a Specified Trade Claimant, shall be the legally binding contractual relationship between the parties governing the commercial trade relationship as provided therein; *provided* that the Debtors may agree to implement such modifications to the form of Trade Agreement the Debtors deem necessary or advisable in the reasonable exercise of their business judgment to obtain Customary Trade Terms from the applicable Specified Trade Claimant; *provided, further*, that the Debtors may pay a Specified Trade Claim without the applicable Specified Trade Claimant having executed a Trade Agreement only if the Debtors determine, in their reasonable business judgment, that a Trade Agreement is unnecessary to ensure the applicable Specified Trade Claimant's continued performance on Customary Trade Terms; *provided, further*, that the Debtors will, on a bi-weekly basis beginning with the first full calendar week following entry of this Order, provide updates to the Ad Hoc First Lien Group, the UCC, and the OCC regarding (i) material modifications to or terminations of Trade Agreements and (ii) material disputes with respect to any Specified Trade Claimant. For the avoidance of doubt, no Trade Agreement, nor any other agreement entered into by the Debtors in connection with payments made pursuant to the relief granted by this Order, shall waive or impair any right of any party in interest to pursue claims and causes of action arising under any section of chapter 5 of the Bankruptcy Code, including claims and causes of action arising under section 549 of the Bankruptcy Code.

5. Any party who accepts payment from the Debtors of a Specified Trade Claim (each, a "Payment") (regardless of whether a Trade Agreement has been executed) shall be deemed to have agreed to the terms and provisions of this Order and shall be deemed to have waived, solely to the extent so paid, any and all prepetition claims, of whatever type, kind or priority, against the Debtors, their properties and estates.

6. If the Debtors, in their sole discretion, determine that a Specified Trade Claimant has not complied with the terms and provisions of the Trade Agreement or has failed to continue to provide Customary Trade Terms following the date of the agreement, or on such terms as were individually agreed to between the Debtors and such Specified Trade Claimant, the Debtors may terminate the Trade Agreement, together with the other benefits to the Specified Trade Claimant as contained in this Order; *provided, however*, that the Trade Agreement may be reinstated (a) if such determination is subsequently reversed by the Court for good cause after it is shown that the determination was materially incorrect after notice and a hearing following a motion from the Specified Trade Claimant, (b) the underlying default under the Trade Agreement is fully cured by the Specified Trade Claimant not later than five business days after the date the initial default occurred or (c) the Debtors, in their sole discretion, reach a subsequent agreement with the Specified Trade Claimant; *provided, further*, that the Debtors will, upon reasonable request, provide updates to the Ad Hoc First Lien Group and any statutory committee appointed in these Chapter 11 Cases regarding (i) material modifications to or terminations of Trade Agreements and (ii) material disputes with respect to any Specified Trade Claimant.

7. If a Trade Agreement is terminated as set forth above, or if a Specified Trade Claimant that has received Payment later refuses to continue to supply goods or services for the applicable period in compliance with the Trade Agreement or this Order, then (a) the Debtors may, in their sole discretion, declare that the Payment is a voidable postpetition transfer pursuant to section 549(a) of the Bankruptcy Code that the Debtors may recover in cash or in goods from such Specified Trade Claimant, (b) the creditor shall immediately return such Payments to the extent that the aggregate amount of such Payments exceeds the postpetition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights, adjustments or offsets of any type

whatsoever, and (c) the creditor's Specified Trade Claim shall be reinstated in such an amount so as to restore the Debtors and the Specified Trade Claimants to their original positions as if the Trade Agreement had never been entered into and no Payment had been made.

8. All Trade Agreements shall be deemed to have terminated, together with other benefits to Specified Trade Claimants as contained in this Order, upon entry of an order converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code.

9. Any party who accepts Payment from the Debtors (regardless of whether a Trade Agreement has been executed) shall, at the Debtors' request take all actions necessary to remove any mechanics' liens, possessory liens or similar state law trade liens on the Debtors' assets such party may have based upon such Specified Trade Claims at such party's sole expense.

10. As ordered in the Interim Order, the Debtors shall provide this Court, the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, the proposed FCR (as defined in the First Day Declaration) and counsel to the Proposed FCR, and any official committee appointed in the Chapter 11 Cases with reasonable and timely access to information, including, without limitation, a list of Critical Vendors and updates regarding (a) material modifications to or terminations of Trade Agreements and (b) material disputes with respect to any Specified Trade Claimant, which such parties shall keep confidential and treat as for professional eyes only, sufficient to enable such parties to monitor payments made, obligations satisfied, and other actions taken.

11. As ordered in the Interim Order, the Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment.

The Debtors shall provide a copy of such matrix/schedule to the Court, the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, the Proposed FCR and counsel to the Proposed FCR, and any statutory committee appointed in the Chapter 11 Cases bi-weekly beginning upon entry of the Interim Order.

12. All Banks are (a) authorized and directed to receive, process, honor and pay any and all checks, drafts, electronic transfers and other forms of payment used by the Debtors on account of the Specified Trade Claims, whether presented before, on or after the Petition Date; and (b) prohibited from placing any hold on, or attempting to reverse, any automatic transfer on account of the Specified Trade Claims. The Banks shall rely on the representations of the Debtors as to which checks and fund transfers should be honored and paid pursuant to this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

13. Any party receiving payment from the Debtors is authorized and directed to rely on the representations of the Debtors as to which payments are authorized by this Order.

14. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to and in accordance with any interim and final orders, as applicable, approving the use of cash collateral (the "Cash Collateral Order") and any budget in connection with any such use of cash collateral. To the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

15. Nothing herein shall impair or prejudice the Debtors', the UCC's, the OCC's, or any other party-in-interest's ability to contest the extent, perfection, priority, validity or amounts of any claims or liens held by any Specified Trade Claimant and the Debtors' rights to

contest the extent, validity or perfection or seek the avoidance of all such liens or the priority of such claims are fully preserved.

16. Nothing contained herein is or should be construed as: (a) an implication or admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any other party-in-interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) a promise to pay any claim, (e) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved), (f) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (g) a waiver of the obligation of any party in interest to file a proof of claim, or (h) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. If this Court grants the relief sought herein, any payment made pursuant to this Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

17. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

18. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

19. Under the circumstances of the Chapter 11 Cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

20. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry.

21. The Debtors are authorized and empowered to take all action necessary to effectuate the relief granted in this Order (including, without limitation, making copies of this Order, the Motion and any materials or other information related thereto available in any local language in a jurisdiction in which the Debtors or their affiliates operate).

22. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: September 30, 2022
New York, New York

/s/ James L. Garrity, Jr.

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

Exhibit 1

Form of Trade Agreement

TRADE AGREEMENT

The Debtors (as defined herein) and [] hereby enter into the following trade agreement (this “Trade Agreement”) dated as of this [, 202_].

Recitals

WHEREAS on August 16, 2022 (the “Petition Date”), Endo International plc and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”), commenced the chapter 11 cases (the “Bankruptcy Case”) by filing voluntary petitions for relief under title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

WHEREAS on [], 202_, the Court entered the *Final Order (I) Authorizing Payment of Certain Prepetition Specified Trade Claims; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief* (the “Order”) [Docket No. _] authorizing the Debtors, under certain conditions, to pay the prepetition claims of certain vendors subject to the terms and conditions set forth therein.

WHEREAS pursuant to the Order, to receive payment on account of prepetition claims, each Specified Trade Claimant must agree to continue to supply goods or services to the Debtors on “Customary Trade Terms.” As used herein, “Customary Trade Terms” means, with respect to a Specified Trade Claimant, (a) the normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments and programs), that were most favorable to the Debtors and in effect between such Specified Trade Claimant and the Debtors in the 18-month period prior to the Petition Date or (b) such other trade terms as agreed to by the Debtors and such Specified Trade Claimant.

WHEREAS the Debtors and [] (collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims that [] may hold against the Debtors.

Agreement

1. The Parties hereby agree that [] is a “Specified Trade Claimant” (as defined in the Order) (herein [] will be referred to as “Specified Trade Claimant”).

2. [OPTION 1: The balance of Specified Trade Claimant’s aggregate prepetition claim(s) against the Debtors is \$[] (the “Agreed Trade Claim”). The Agreed Trade Claim does not constitute a claim allowed by the Bankruptcy Court in this case, and signing this Trade Agreement does not excuse the Specified Trade Claimant from any requirement of filing a proof of claim in the Bankruptcy Case.

3. Following execution of this Trade Agreement, the Debtors will pay the Specified Trade Claimant \$[] (the “Payment Amount”) in [partial/full] satisfaction of the Agreed Trade Claim. The Payment Amount will be paid pursuant to the Customary Trade Terms set forth below,

and will be applied to any invoices previously received by the Debtors on account of the Agreed Trade Claim.

4. OPTION 2: The parties hereby agree that the Specified Trade Claimant delivered to the Debtors, and the Debtors received, goods valued at \$[] within twenty (20) days before the Petition Date, for which the Specified Trade Claimant did not receive payment (the “Agreed 503(b)(9) Claim”). \$[] of the Payment Amount will be applied toward the Agreed 503(b)(9) Claim. The Agreed 503(b)(9) Claim does not constitute a claim allowed by the Bankruptcy Court in this case, and signing this Trade Agreement does not excuse the Specified Trade Claimant from any requirement of filing a proof of claim in the Bankruptcy Case.]

5. For a period from the date this Trade Agreement is executed until the earlier of (a) the effective date of a chapter 11 plan for the Debtors or (b) [DATE], the Specified Trade Claimant shall supply goods [and/or] services to the Debtors based on the following Customary Trade Terms: [CUSTOMIZE PER VENDOR]

6. The Parties further agree, acknowledge and represent that:

- (a) the Parties have reviewed the terms and provisions of the Order and consent to be bound by such terms and that this Trade Agreement is expressly subject to the Order;
- (b) any payments made on account of the Agreed Trade Claim shall be subject to the terms and conditions of the Order, including any orders of the Court granting the relief requested in the Order on a final basis, as applicable;
- (c) if the Specified Trade Claimant refuses to supply goods or services to the Debtors as provided herein or otherwise fails to perform any of their obligations hereunder, the Debtors may exercise all rights and remedies available under the Order, the Bankruptcy Code, or applicable law;
- (d) the Specified Trade Claimant will not separately seek payment for any claims pursuant to section 503(b)(9) of the Bankruptcy Code or other similar claims outside of the terms of the Order or this Trade Agreement unless Specified Trade Claimant’s participation in the vendor payment program authorized by the Order is terminated;
- (e) in consideration for receiving the Payment Amount, the Specified Trade Claimant shall not file or otherwise assert against the Debtors, their estates or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which the lien is asserted) related to any remaining prepetition amounts allegedly owed to the Specified Trade Claimant by the Debtors arising from agreements entered into before the Petition Date. Furthermore, if the Specified Trade Claimant has taken steps to file or assert a lien before entering into this Trade Agreement, the Specified Trade Claimant agrees to take all necessary steps to remove the lien as soon as possible at its sole cost and expense;

- (f) if the Specified Trade Claimant fails to comply with the terms and provisions of this Trade Agreement, the Debtors may, in their discretion, and without further order of the Bankruptcy Court; (i) declare that any payment of the Payment Amount is a voidable postpetition transfer pursuant to section 549(a) of the Bankruptcy Code that the Debtors may recover in cash or in goods from the Specified Trade Claimant (including by setoff against postpetition obligations); (ii) declare that the Specified Trade Claimant shall immediately return the Payment Amount to the Debtors without giving effect to any alleged setoff rights, recoupment rights, adjustments or other offsets of any type whatsoever, and Specified Trade Claimant's claim shall be reinstated to such amount so as to restore the Debtors and the Specified Trade Claimant to their original positions as if the Trade Agreement had never been entered into and the Payment Amount had not been paid; and/or (iii) if there exists an outstanding postpetition balance due from the Debtors to Specified Trade Claimant, the Debtors may elect to recharacterize and apply the Payment Amount to such outstanding postpetition balance and the Specified Trade Claimant shall be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise;
- (g) if the Specified Trade Claimant fails to comply with the terms and provisions of this Trade Agreement, the Debtors may, in their discretion, declare that such Trade Agreement has terminated; *provided* that the Trade Agreement may be reinstated if:
- (i) after notice and a hearing (following a motion filed by the respective Specified Trade Claimant), the Bankruptcy Court reverses the Debtors' decision to terminate the Trade Agreement for good cause shown that the Debtors' determination was materially incorrect;
 - (ii) the Specified Trade Claimant fully cures the underlying default of the Trade Agreement within five (5) business days from the date of receipt of notice of termination of the Trade Agreement; or
 - (iii) the Debtors, in their sole discretion, reach a commercially acceptable agreement with the breaching party.
- (h) the Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute arising under or in connection with this Trade Agreement.

7. Subject to the requirements of the Bankruptcy Code, further orders of the Court, or applicable law, and unless it otherwise becomes public without a breach of this Trade Agreement, the Specified Trade Claimant agrees to hold in confidence and not disclose to any party: (a) any and all payments made by the Debtors pursuant to this Trade Agreement; (b) the terms of payment set forth herein; (c) the Customary Trade Terms; and (d) this Trade Agreement (collectively, the "Confidential Information"); *provided* that if any party seeks to compel the Specified Trade

Claimant’s disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Specified Trade Claimant intends to disclose any or all of the Confidential Information, the Specified Trade Claimant shall immediately provide the Debtors with prompt written notice so that the Debtors may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that if such remedy is not obtained, the Specified Trade Claimant shall furnish only such information as the Specified Trade Claimant is legally required to provide.

8. The undersigned hereby represent and warrant that: (a) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (b) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (c) they are fully authorized to bind the Party to all of the terms and conditions of this Trade Agreement.

9. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties.

10. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

[APPLICABLE DEBTOR]

[TRADE CLAIMANT]

**SCHEDULE E
FINAL TAXES 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 Nos. 12, 84, 273****FINAL ORDER AUTHORIZING (I) DEBTORS
TO PAY CERTAIN PREPETITION TAXES, GOVERNMENTAL
ASSESSMENTS, AND FEES; AND (II) FINANCIAL INSTITUTIONS
TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “Motion”)² of the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases (the “Chapter 11 Cases”), pursuant to sections 105(a), 363(b), 507(a) and 541 of the Bankruptcy Code for entry of an interim order and a final order (this “Final Order”) authorizing, but not directing, (i) the Debtors, in their sole discretion, to make payments to certain international, federal, state, and local governmental and quasi-governmental units on account of prepetition Taxes and Fees; and (ii) the Banks to receive, process, honor, and pay any and all checks, drafts, and other forms of payment, including, but not limited to, fund transfers, on account of the Taxes and Fees, whether such checks or other requests were submitted before, on, or after the Petition Date, as set forth more fully in the Motion; and the Court having reviewed the Motion and held a hearing to consider the relief requested in the Motion (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter

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 Motion.

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) due and proper notice of the Motion and Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined that immediate relief is necessary to avoid irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and 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 on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, in their sole discretion, to pay the Taxes and Fees (without regard to whether the Taxes and Fees accrued or arose before, on, or after the Petition Date), including, but not limited to, all of those Taxes and Fees subsequently determined, upon audit or otherwise, to be owed, with all such payments subject to, and in compliance with, any interim or final order approving the Debtors' use of cash collateral (the "Cash Collateral Order"). In no event shall the Debtors pay any prepetition Taxes before such amounts are due and payable, and this Final Order shall not be deemed to allow the Debtors to accelerate payment of any amounts for any Taxes that may be due and owing by the Debtors.
3. The Debtors will provide the official committee of unsecured creditors (the "UCC"), the official committee of opioid claimants (the "OCC"), and the Ad Hoc First Lien Group with seven (7) days' notice prior to entering into settlements of claims for Taxes and Fees asserted in excess of \$5,000,000.

4. All Banks are (a) authorized and directed to receive, process, honor, and pay any and all checks, drafts, electronic transfers, and other forms of payment used by the Debtors on account of the Taxes and Fees, whether presented before, on, or after the Petition Date; *provided, however*, that sufficient funds are on deposit in the applicable accounts to cover such payments; and (b) prohibited from placing any hold on, or attempting to reverse, any automatic transfer on account of the Taxes and Fees. The Banks shall rely on the representations of the Debtors as to which checks and fund transfers should be honored and paid pursuant to this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

5. Any party receiving payment from the Debtors is authorized and directed to rely on the representations of the Debtors as to which payments are authorized by this Final Order.

6. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Final Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment as characterized in the Motion; (d) the Debtor or Debtors that made the payment; and (e) the aggregate total of payments issued as compared to the relief granted pursuant to this Final Order. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, counsel to the future claims representative, Kramer Levin Naftalis & Frankel LLP (Attn: Kenneth H. Eckstein, Esq. (keckstein@kramerlevin.com), Amy Caton, Esq. (acaton@kramerlevin.com), Rachael Ringer, Esq. (rringer@kramerlevin.com), and Megan M. Wasson, Esq. (mwasson@kramerlevin.com)), counsel to the UCC, and Cooley LLP (Attn: Summer M. McKee, Esq. (smckee@cooley.com), Cullen Speckhart, Esq.

(cspeckhart@cooley.com), and Evan Lazerowitz, Esq. (elazerowitz@cooley.com)), counsel to the OCC, every 30 days beginning upon entry of this Final Order.

7. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to the Cash Collateral Order and any budget in connection with any such use of cash collateral. To the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

8. Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, shall constitute or be construed as (a) an implication or admission as to the validity of any claim against the Debtors or a finding that any particular claim is an administrative expense claim or other priority claim; (b) a waiver of the Debtors' or any other party-in-interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder; (d) a promise or requirement to pay any claim; (e) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved); (f) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code; (g) a waiver of the obligation of any party in interest to file a proof of claim; or (h) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

9. Nothing in the Motion or this Final Order, nor as a result of any payment made pursuant to this Final Order, shall be deemed or construed as a waiver of the right of the

Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Final Order.

10. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

11. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry.

12. The Debtors are authorized and empowered to take all action necessary to effectuate the relief granted in this Final Order (including, without limitation, making copies of this Final Order, the Motion and any materials or other information related thereto available in any local language in a jurisdiction in which the Debtors or their affiliates operate).

13. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Final Order.

Dated: September 30, 2022
New York, New York

/s/ James L. Garrity, Jr.

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

**SCHEDULE F
FINAL INSURANCE 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 Nos. 13, 93, 272

**FINAL ORDER AUTHORIZING
(I) THE DEBTORS TO CONTINUE AND
RENEW THEIR INSURANCE PROGRAMS AND
HONOR ALL OBLIGATIONS IN RESPECT THEREOF;
(II) FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED
CHECKS AND TRANSFERS; AND (III) THE DEBTORS TO MODIFY THE
AUTOMATIC STAY WITH RESPECT TO WORKERS' COMPENSATION CLAIMS**

Upon the motion (the "Motion")² of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned cases (the "Chapter 11 Cases"), pursuant to sections 105(a), 363(b), 507(a) and 541 of the Bankruptcy Code for entry of an interim order and a final order (this "Final Order") authorizing, but not directing, (i) the Debtors to continue and, in consultation with the Ad Hoc First Lien Group, renew their Insurance Programs, (ii) the financial institutions to honor and process related checks and transfers, and (iii) the Debtors to modify the automatic stay, if and to the extent applicable, with respect to the Workers' Compensation Claims, all as set forth more fully in the Motion; and the Court having reviewed the Motion and held a hearing to consider the relief requested in the Motion on a final basis (the "Hearing"); and 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 Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

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) due and proper notice of the Motion and Hearing was sufficient under the circumstances; 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 the Court having determined that immediate relief is necessary to avoid irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and 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 on a final basis as set forth herein.
2. The Debtors are hereby authorized, but not directed, in their sole discretion, to continue their Insurance Programs—including, but not limited to, the Insurance Policies³, the surety bonds listed on **Exhibit D** attached to the Motion, and the Letters of Credit listed on **Exhibit E** attached to the Motion—without interruption and in accordance with the same practices and procedures as were in effect prior to the Petition Date.
3. The Debtors are authorized, but not directed, in their sole discretion, to pay prepetition and postpetition obligations, if any, that may be owed in connection with the Insurance Programs (including Broker’s fees, insurance deductibles, and other amounts), whether due and payable before, on or after the Petition Date to the extent any such obligations are owed, *provided*,

³ For the avoidance of doubt, the term Insurance Policies shall include all insurance policies (including those providing workers’ compensation coverage) issued or providing coverage at any time to the Debtors or their predecessors, whether expired, current or prospective, and any agreements related thereto, whether or not listed on **Exhibit C** attached to the Motion.

that, the Debtors shall provide five (5) days' notice to the Ad Hoc First Lien Group, the official committee of unsecured creditors (the "UCC"), and the official committee of opioid claimants (the "OCC") of any payments to Marsh LLC relating to prepetition obligations exceeding \$25,000.

4. The Debtors are authorized, but not directed, in consultation with the Ad Hoc First Lien Group, the UCC, and the OCC to renew or obtain new Insurance Policies or execute other agreements in connection with their Insurance Programs, including, without limitation, upon the expiration or termination of any Insurance Policy. The Debtors shall provide five (5) days' notice to the Ad Hoc First Lien Group, the UCC, and the OCC before making any material modifications to any of the Debtors' material Insurance Programs, including terminating or permitting any material Insurance Policies to lapse.

5. For the avoidance of doubt, this Final Order does not (a) alter, amend or modify the terms and conditions of any of the Insurance Policies, (b) relieve the Debtors or the Insurers of any of their respective obligations under the Insurance Policies, or (c) alter, in any way, the rights of any Insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under the Insurance Policies or the rights of the Debtors under the Bankruptcy Code or otherwise with respect to any such contest or litigation.

6. All Banks are (a) authorized and directed to receive, process, honor, and pay any and all checks, drafts, electronic transfers, and other forms of payment used by the Debtors on account of the Insurance Programs, whether presented before, on, or after the Petition Date, and (b) prohibited from placing any hold on, or attempting to reverse, any automatic transfer on account of the Insurance Programs. The Banks shall rely on the representations of the Debtors as to which checks and fund transfers should be honored and paid pursuant to this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

7. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Final Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, counsel to the future claims representative, Kramer Levin Naftalis & Frankel LLP (Attn: Kenneth H. Eckstein, Esq. (keckstein@kramerlevin.com), Amy Caton, Esq. (acaton@kramerlevin.com), Rachael Ringer, Esq. (rringer@kramerlevin.com), and Megan M. Wasson, Esq. (mwasson@kramerlevin.com)), counsel to the UCC, and Cooley LLP (Attn: Summer M. McKee, Esq. (smckee@cooley.com), Cullen Speckhart, Esq. (cspeckhart@cooley.com), and Evan Lazerowitz, Esq. (elazerowitz@cooley.com)), counsel to the OCC, every 30 days beginning upon entry of this Final Order.

8. Any party receiving payment from the Debtors is authorized and directed to rely on the representations of the Debtors as to which payments are authorized by this Final Order.

9. The Debtors are authorized, but not directed, to continue their workers' compensation Insurance Policies and to pay or set off, subject to terms of the Insurance Policies, any outstanding prepetition claims, taxes, charges, assessments, premiums, and third-party administrator fees arising under the workers' compensation Insurance Policies in which they participate. The Debtors shall provide the Ad Hoc First Lien Group, the OCC, the UCC with quarterly reports regarding accrued liability of other workers' compensation claims.

10. The automatic stay of section 362 of the Bankruptcy Code, if and to the extent applicable, is hereby lifted without further order of this Court, to allow (a) Workers' Compensation Claims (whether arising prior to or subsequent to the Petition Date) to proceed in

the appropriate judicial or administrative forum under the applicable workers' compensation Insurance Policies; (b) the Debtors' workers' compensation Insurers and/or third-party administrators to handle, administer, defend, negotiate, settle, litigate and/or pay Workers' Compensation Claims and direct action claims, whether such claims arose before, on, or after the Petition Date.

11. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to and in accordance with any interim and final orders, as applicable, approving the use of cash collateral (the "Cash Collateral Order") and any budget in connection with any such use of cash collateral. To the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

12. Nothing in this Final Order shall obligate The Hartford Fire Insurance Company and/or its affiliated sureties (collectively, "The Hartford") to issue and/or execute any surety bond or related instrument or to renew, alter, amend or increase the amount of any existing surety bond or related instruments that were issued and/or executed by The Hartford on behalf of any of the Debtors or their non-debtor affiliates prior to or after the entry of this Final Order. The Debtors are authorized to, post-petition, comply with all of their common law and/or contractual obligations to The Hartford. To the extent any post-petition obligations of the Debtors to The Hartford are unpaid, they shall be afforded administrative priority claim status; and all other rights of The Hartford and the Debtors are expressly reserved and not waived.

13. Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, shall constitute or be construed as (a) an implication or admission as to the validity of any claim against the Debtors, (b) a waiver of the

Debtors' or any other party-in-interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) a promise to pay any claim, (e) a concession by the Debtors that any lien (contractual, common law, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved), (f) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (g) a waiver of the obligation of any party in interest to file a proof of claim, or (h) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

14. Nothing in the Motion or this Final Order, nor as a result of any payment made pursuant to this Final Order, shall be deemed or construed as a waiver of the right of the Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Final Order.

15. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

16. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry.

17. The Debtors are authorized and empowered to take all action necessary to effectuate the relief granted in this Final Order.

18. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: September 30, 2022
New York, New York

/s/ James L. Garrity, Jr.

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

SCHEDULE G
FINAL CASH MANAGEMENT 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 Nos. 16 & 85

**FINAL ORDER (I) AUTHORIZING THE
DEBTORS TO (A) CONTINUE USING EXISTING CASH
MANAGEMENT SYSTEMS, BANK ACCOUNTS, AND BUSINESS
FORMS AND (B) IMPLEMENT CHANGES TO THEIR CASH
MANAGEMENT SYSTEM IN THE ORDINARY COURSE OF BUSINESS;
(II) GRANTING ADMINISTRATIVE EXPENSE PRIORITY FOR POSTPETITION
INTERCOMPANY CLAIMS; (III) GRANTING A WAIVER WITH RESPECT TO THE
REQUIREMENTS OF 11 U.S.C. § 345(b); AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the debtors and debtors in possession (collectively, the “Debtors” and, together with their non-debtor affiliates, the “Company”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) for an interim order and a final order (this “Final Order” or “Order”) (i) authorizing the Debtors to (a) continue using their Cash Management System, Bank Accounts, and Business Forms, (b) pay any prepetition and postpetition fees and expenses owed to the Banks, including the Bank Fees, to the extent due and owing pursuant to the prepetition agreements governing the Bank Accounts; (c) implement changes to their Cash Management System in the ordinary course of business, (d) continue Intercompany Transactions in the ordinary

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 Motion.

course of business; (ii) granting administrative expense priority for claims arising from postpetition Intercompany Transactions; and (iii) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and held a hearing to consider the relief requested in the Motion (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 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) due and proper notice of the Motion has been provided to the notice parties and it appearing that no other or further notice need be provided; 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 it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates and is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest after taking into account the priority scheme of the Bankruptcy Code; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, in their sole discretion, to (a) continue operating the Cash Management System, including through Intercompany Transactions, and (b) make ordinary course changes to their Cash Management System; *provided that* the Debtors shall provide reasonable notice to counsel to the Ad Hoc First Lien Group, counsel to the Official Committee of Unsecured Creditors (the “UCC”), counsel to the Official Committee of Opioid Claimants (the “OCC”), counsel to the future claimants’ representative (as proposed or

appointed in the Chapter 11 Cases (the “FCR”), and the U.S. Trustee prior to making any material change to the Cash Management System.

3. The Debtors are further authorized, but not directed, pursuant to the terms of this Final Order, to continue using any or all of their existing Bank Accounts in the names and with the account numbers existing immediately before the Petition Date.

4. The Debtors are authorized, on the terms set forth in this Final Order, to open any new bank accounts or close any existing Bank Accounts as they may deem necessary and appropriate; *provided that* in the event the Debtors open a new bank account they shall open one at an Authorized Depository and shall timely indicate the opening of such account on the Debtors’ monthly operating report and shall provide five business days’ notice to the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, counsel to the FCR, and the UCC of the opening of any new bank accounts at an Authorized Depository or closing of any Bank Account; *provided, further* that the Debtors shall consult with counsel to the Ad Hoc First Lien Group and the UCC (y) before closing any Bank Account that maintains a balance or (z) opening of any new bank account at an Authorized Depository. The Debtors are not authorized to open any new investment accounts, as these investment accounts do not comply with sections 345(a) or 345(b) of the Bankruptcy Code.

5. The Banks are authorized to continue to treat, service, and administer the Bank Accounts as accounts of the respective Debtor as a debtor in possession without interruption and in the usual and ordinary course and to receive, process and honor and pay any and all postpetition checks, drafts, book transfers, wires or automated clearinghouse transfers (“ACH Transfers”) drawn on the Bank Accounts by the holders or makers thereof, as the case may be, to the extent the Debtors have good funds standing to their credit with such Bank.

6. Notwithstanding anything to the contrary in any other order of this Court, the Banks (a) are authorized to accept and honor all representations from the Debtors as to which checks, drafts, book transfers, wires, or ACH Transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, book transfers, wires, or ACH Transfers are dated prior to, on or subsequent to the Petition Date, and whether the Banks believe the payment is or is not authorized by an order of this Court and (b) have no duty to inquire as to whether such payments are authorized by an order of this Court.

7. The Banks shall not be deemed in violation of this Order and shall have no liability to any party for (i) relying on such representations by the Debtors or (ii) honoring any disbursement that is subject to this Order, in the case of this clause (ii), either (a) at the direction of the Debtors to honor such prepetition disbursement, (b) in the good faith belief that this Court has authorized such prepetition disbursement, or (c) as a result of any operational processing errors or other mistakes which are the result of human error or made despite implementation of reasonable item handling procedures, including, without limitation, any inadvertent dishonoring of any payment or other disbursement directed to be made by the Debtors. To the extent that the Debtors direct that any disbursement be dishonored or the Banks inadvertently dishonor any disbursements, the Debtors may issue replacement disbursements consistent with the orders of this Court.

8. In accordance with current practice and the agreement governing the Bank Accounts, the Banks are authorized to “charge back” to the Debtors’ accounts any amounts incurred by the Banks resulting from returned checks or other returned items. The Debtors are authorized without any further order of this Court to pay any fees and expenses owed to the Banks, including any Bank Fees or reasonable and documented legal expenses (to the extent due and

owing pursuant to the prepetition agreements governing the Bank Accounts), payable prepetition or postpetition (as administrative expenses), in each case regardless of whether such items were deposited prepetition or postpetition or relate to prepetition or postpetition items.

9. The Debtors are authorized to use their existing Business Forms and are not required to (a) obtain new stock reflecting their status as debtors in possession or (b) print “Debtor-in-Possession,” the Debtors’ Chapter 11 Case numbers, or any other information on any of their existing Business Forms or wire transfers; *provided* that once the Debtors’ existing Business Forms have been used, the Debtors shall, when re-ordering or issuing new Business Forms during the pendency of these Chapter 11 Cases, include a legend referencing the Debtors as “Debtors-In-Possession” and the lead Debtor’s bankruptcy case number on all new Business Forms; *provided, further*, that all electronic Business Forms, including without limitation correspondence and checks, shall immediately include the designation “Debtor in Possession” and the lead Debtor’s bankruptcy case number.

10. Any payment from a Bank Account at the request of the Debtors made by a Bank prior to the Petition Date (including any ACH Transfers such Bank is or becomes obligated to settle), or any instruments issued by such Bank on behalf of any Debtor pursuant to a “midnight deadline” or otherwise, shall be deemed to be paid prepetition, whether or not actually debited from the Bank Account prepetition.

11. The Debtors are authorized, but not directed, subject to the terms of this Final Order, to (a) continue the Intercompany Transactions in the ordinary course of business, including with the Non-Debtor Affiliates, and (b) honor and make payments in respect of Intercompany Claims arising after the Petition Date in accordance with the Intercompany Transactions and past practice. Notwithstanding anything to the contrary herein, the Debtors shall

obtain either (1) consent from the UCC, the OCC, the FCR, and the Ad Hoc First Lien Group or (2) relief from the bankruptcy court before (i) effectuating Intercompany Transactions between a Debtor and a Non-Debtor Affiliate that is not an Indian Non-Debtor Affiliate or (ii) engaging in Intercompany Transactions between Debtors and Indian Non-Debtor Affiliates in excess of amounts set forth in the Approved Budget (as defined in the Cash Collateral Order). All Intercompany Claims arising after the Petition Date shall be granted a superpriority administrative expense claim pursuant to section 507(b) of the Bankruptcy Code, subject and junior to any claims, including adequate protection claims, granted in connection with the use of cash collateral in accordance with any interim and final orders, as applicable, approving the use of such cash collateral (the “Cash Collateral Order”).

12. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to the Cash Collateral Order and any budget in connection with any such use of cash collateral. To the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

13. The Debtors shall maintain records of all transfers within the Cash Management System, including the Intercompany Transactions, and all such transfers shall be documented in their books and records so that all prepetition and postpetition transactions may be traced and recorded to the same extent maintained by the Debtors before the Petition Date. Upon a reasonable request by the Ad Hoc First Lien Group, the UCC, or the OCC, the Debtors shall provide access to such books and records to advisors for such requesting party within ten (10) business days and the Debtors will use reasonable best efforts to provide such access within eight (8) business days of such request; *provided that* to the extent the Debtors provide written

information to the Ad Hoc First Lien Group, the UCC, or the OCC pursuant to this paragraph 13, the Debtors shall also provide such written information to the FCR. Additionally, the Debtors will provide, as available in the ordinary course and as soon as reasonably practicable, (i) reconciled intercompany accounts as of the Petition Date, (ii) all loan and operating agreements that generate and/or impact intercompany accounts and Intercompany Transactions, (iii) unreconciled intercompany accounts, (iv) bank account balances and financial statements of the Indian Non-Debtor Affiliates, and (v) other supporting documentation as reasonably requested. Nothing in this Final Order shall modify or impair the ability of any party in interest, to the extent such party (x) has standing or (y) is conferred standing to do so by an order of the Court, to contest the validity, amount, payment or other treatment or priority of any Intercompany Transaction arising postpetition; *provided that* to the extent the UCC, OCC, or FCR have standing to do so, the UCC, OCC, and FCR each reserve any rights it may have to challenge Intercompany Transactions that setoff prepetition Intercompany Transactions with postpetition Intercompany Transactions, and, for the avoidance of doubt, the respective rights of the Debtors and any party in interest to object to or contest any such challenge or contest described in this paragraph are reserved in all respects; *provided further* that 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 Petition Date on account of prepetition Intercompany Transactions shall increase or reduce the amount of any prepetition Intercompany Claims against any Debtor.

14. The Debtors are not authorized to invest and deposit funds in any type of investment accounts, except as provided for in paragraph 15.

15. (1) The Debtors will notify the U.S. Trustee within two (2) business days of the following (“Event of Default”): (i) the cash amount in the E*Trade account (the “Cash Reserve”) exceeds \$150,000 at the end of a consecutive three (3) business day period; (ii) at any time the Cash Reserve is not subject to the Extended Insurance Sweep Deposit Account (“ESDA”) Program; and (iii) at any time holdings in the E*Trade account include anything other than Cash Reserves held pursuant to the ESDA Program and (2) within two (2) business days of an Event of Default, the Debtors shall bond 115% of all holdings in the E*Trade account until the Effective Date.

16. To the extent that a Debtor receives cash from the sale or monetization of any Agreed Unencumbered Assets (as defined below) in the ordinary course of business or otherwise, such cash proceeds, or an amount equal thereto deemed to be on account of such proceeds (such proceeds, the “Cash”), shall be deposited into a separate segregated account not subject to the control or liens of any party once it is determined that such Cash constitutes Agreed Unencumbered Assets. As used herein, “Agreed Unencumbered Assets” shall mean any assets of the Debtors that are not Prepetition Collateral (as defined in Cash Collateral Order) as (a) mutually agreed by the Debtors, the Committees, the Ad Hoc First Lien Group, and the agents for the Prepetition Secured Parties (as defined in the Cash Collateral Order), or (b) determined by a final order of this Court. Nothing in this paragraph 16 shall impact the Debtors’ right to use the Cash in the ordinary course of business.

17. Nothing in this Order shall limit the ability of any party in interest with standing to challenge the amount, characterization, or enforceability of any Intercompany Claim against any Debtor.

18. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees payable under 28 U.S.C. § 1930(a)(6), together with interest, if any, under 31 U.S.C. § 3171, based on the disbursements actually made by each Debtor.

19. Nothing contained in the Motion or this Order, nor any payment made pursuant to the authority granted by this Order, shall constitute or be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors', the UCC's, OCC's, or FCR's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) a promise to pay any claim, (e) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, or (f) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

20. Nothing in the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as a waiver of the right of the Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Order.

21. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

22. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry.

23. The Debtors are authorized and empowered to take all action necessary to effectuate the relief granted in this Order.

24. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: October 3, 2022
New York, New York

/s/ James L. Garrity, Jr.

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

**SCHEDULE H
UTILITIES 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 Nos. 5, 147, 227, 303****ORDER (I) PROHIBITING UTILITIES
FROM ALTERING, REFUSING, OR DISCONTINUING
SERVICE; (II) DEEMING UTILITIES ADEQUATELY ASSURED
OF FUTURE PERFORMANCE; AND (III) ESTABLISHING PROCEDURES
FOR DETERMINING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

Upon the motion (the “Motion”)² of the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases (the “Chapter 11 Cases”) for an entry of an order (this “Order”) (a) prohibiting the Debtors’ Utility Providers from altering, refusing, or discontinuing service on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors’ proposed adequate assurance, (b) determining that the Utility Providers have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code, (c) approving the Debtors’ Adequate Assurance Procedures, and (d) determining that the Debtors are not required to provide any additional adequate assurance beyond what is proposed by the Motion and the Adequate Assurance Procedures, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration

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 Motion.

and held a hearing to consider the relief requested in the Motion (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 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) due and proper notice of the Motion and Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest after taking into account the priority scheme of the Bankruptcy Code; and the *Objection of Certain Utility Companies to the Motion of the Debtors for Entry of Interim and Final Orders (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Deeming Utilities Adequately Assured of Future Performance; and (III) Establishing Procedures for Determining Requests for Additional Adequate Assurance* [Docket No. 147] having been resolved pursuant to a side letter between the Debtors and the applicable Utility Providers (the “Settling Utility Providers”);³ and *The Hartford Fire Insurance Company, the Hartford Financial Services Group, and Their Related Affiliated Sureties’ Limited Objection to (A) Motion of the Debtors for Entry of Interim and Final Orders Authorizing (I) The Debtors to Continue and Renew Their Insurance Programs and Honor All Obligations in Respect Thereof; (II) Financial Institutions to Honor and Process Related Checks and Transfers; and (III) The Debtors to Modify the Automatic Stay with Respect to Workers’ Compensation Claims* [ECF No. 13]; (B) *Motion of the Debtors for Entry of Interim and Final*

³ The agreed adequate assurance the Debtors are providing to the Settling Utility Providers is set forth in **Exhibit 2** attached hereto.

Orders Authorizing (I) Debtors to Pay Certain Prepetition Taxes, Governmental Assessments, and Fees; and (II) Financial Institutions to Honor and Process Related Checks and Transfers [ECF No. 12]; (C) Motion of the Debtors for Entry of Interim and Final Orders (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Services; (II) Deeming Utilities Adequately Assured of Future Performance and (III) Establishing Procedures for Determining Requests for Additional Adequate Assurance [ECF No. 5]; (D) Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors' Use of Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief [ECF No. 17]; and (E) Motion of the Debtors for an Order (I) Authorizing and Approving Procedures for (A) The Use, Sale, Transfer, or Abandonment of De Minimis Assets Free and Clear of Liens, Claims, Interests and Encumbrances Without Further Order of Court and (B) The Acquisition of De Minimis Assets; (II) Authorizing Payment of Related Fees and Expenses; and (III) Granting Related Relief [ECF No. 16] [Docket No. 227] having been resolved with respect to the Motion pursuant to an agreement between the Debtors and The Hanover Insurance Company; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Except in accordance with the Adequate Assurance Procedures set forth below, all Utility Providers are (a) prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of any unpaid prepetition charges or the commencement of the Chapter 11 Cases and (b) prohibited from discriminating against the Debtors, or requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors'

bankruptcy filing or any outstanding prepetition invoices other than the Adequate Assurance Procedures established herein.

3. To the extent not already deposited, the Debtors shall deposit a sum equal to \$133,471 (the “Adequate Assurance Deposit”) into an existing account of the Debtors that is not being used for operations (the “Utility Deposit Account”) during the pendency of the Chapter 11 Cases, which shall be separately allocated for, and payable to, each Utility Provider in the amount set forth in the Utilities List attached hereto as **Exhibit 1**, as to each Utility Provider or, in consultation with the Ad Hoc First Lien Group, the official committee of unsecured creditors (the “UCC”), and the opioid claimant committee (the “OCC”), as otherwise agreed; *provided, however*, that to the extent any Utility Provider receives any other value from the Debtors on account of adequate assurance, the Debtors may reduce the Adequate Assurance Deposit for it in by such amount.

4. The Utility Deposit Account shall be maintained with a minimum balance of \$133,471, which may be adjusted by the Debtors (a) to account for the addition or removal of a Utility Provider from the Utilities List, as may be amended or modified in accordance with the Adequate Assurance Procedures set forth herein regardless of any Request (as defined below) and (b) in accordance with the terms of any agreement between the Debtors and the affected Utility Provider, in each case, after consultation with the Ad Hoc First Lien Group, the UCC, and the OCC.

5. The Adequate Assurance Deposit (a) demonstrates the Debtors’ ability to pay for future Utility Services in the ordinary course of business and (b) constitutes adequate assurance of future performance to each of the Utility Providers (collectively, the “Proposed Adequate Assurance”).

6. The Debtors are authorized to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by Utility Providers to the Debtors after the Petition Date.

7. If an amount relating to the Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period under the applicable payment terms (including the passage of any cure period), the relevant Utility Provider shall provide notice of such default to the Debtors, and if within five business days of such notice, the bill is not paid, the Utility Provider may file an application with the Court certifying that payment has not been made and requesting the amount due up to an aggregate maximum equal to the Adequate Assurance Deposit allocable to such Utility Provider. Should the Debtors receive such a notice, the Debtors shall promptly provide a copy of such notice to the Ad Hoc First Lien Group, counsel to the UCC, and counsel to the OCC (email is sufficient).

8. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors upon the effective date of a chapter 11 plan for the Debtors. Additionally, if the Debtors terminate any of the Utility Services provided by a Utility Provider (after giving prior notice to the Ad Hoc First Lien Group, the UCC, and the OCC), the Debtors may reduce the Adequate Assurance Deposit to reflect the termination of such Utility Services; *provided, however*, that there are no outstanding disputes related to postpetition payments due.

9. The Debtors' Utility Providers are prohibited from requiring additional adequate assurance of payment other than in accordance with the following Adequate Assurance Procedures:

- (a) The Debtors or their advisors shall provide a copy of the Motion and this Order approving the relief requested in the Motion to each of the Utility Providers listed on the Utilities List after entry of this Order by the Court.
- (b) If a Utility Provider is not satisfied with the Proposed Adequate Assurance, it must serve a written request (a “Request”) upon: (i) the Debtors, c/o Endo International plc, 1400 Atwater Drive, Malvern, PA 19355, Attn: Matthew Maletta, Esq.; (ii) proposed counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, Attn: Lisa Laukitis, Esq. (lisa.laukitis@skadden.com), Evan A. Hill, Esq. (evan.hill@skadden.com), and Bram A. Strohlic, Esq. (bram.strohlic@skadden.com); (iii) proposed co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119, Attn: Kyle J. Ortiz, Esq. (kortiz@teamtogut.com) and Brian F. Moore, Esq. (bmoore@teamtogut.com); (iv) proposed counsel to the UCC, Kramer Levin Naftalis & Frankel LLP, 1177 6th Avenue, New York, New York 10036, Attn: Kenneth Eckstein, Esq. (keckstein@kramerlevin.com), Amy Caton, Esq. (acaton@kramerlevin.com), Rachael Ringer (rringer@kramerlevin.com), and Megan Wasson (mwasson@kramerlevin.com); (v) proposed counsel to the OCC, Cooley LLP, 55 Hudson Yards, New York, NY 10001, Attn: Cullen D. Speckhart, Esq. (cspeckhart@cooley.com), Summer McKee, Esq. (smckee@cooley.com), and Evan Lazerowitz, Esq. (elazerowitz@cooley.com); and (vi) attorneys for the Ad Hoc Cross-Holder Group, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Alice B. Eaton (aeton@paulweiss.com), Andrew Parlen (aparlen@paulweiss.com), and Alexander Woolverton (awoolverton@paulweiss.com). Should the Debtors receive such a notice, the Debtors shall promptly provide a copy of such notice to the Ad Hoc First Lien Group, the UCC, and the OCC (email is sufficient). The Request must set forth (i) the location(s) for which Utility Services are provided, (ii) the account number(s) for such location(s), (iii) the outstanding balance for each account and a summary of the Debtors’ payment history to such Utility Provider, including whether the Utility Provider holds any deposits or other security, and if so, in what amount, and (iv) an explanation of why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment. The Request must actually be received by the Debtors, the Debtors’ proposed counsel and co-counsel, counsel to the UCC, and counsel to the OCC.
- (c) If the Debtors determine, in their sole discretion, that a Request (including as such Request may have been modified following negotiation) or any consensual agreement reached in connection therewith is reasonable, the Debtors, after consultation with the Ad Hoc First Lien Group, the UCC, and the OCC, without further order of the Court, may enter into agreements granting additional adequate assurance to the Utility Provider serving such

Request and, in connection with such agreements, provide the Utility Provider with additional adequate assurance of payment, including payments on prepetition amounts owing, cash deposits, prepayments, or other forms of security, with notice to: (i) the Office of the United States Trustee for the Southern District of New York, (ii) counsel to the Ad Hoc First Lien Group, (iii) attorneys for the Ad Hoc Cross-Holder Group, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Alice B. Eaton (aeton@paulweiss.com), Andrew Parlen (aparlen@paulweiss.com), and Alexander Woolverton (awoolverton@paulweiss.com), (iv) proposed counsel to the UCC, Kramer Levin Naftalis & Frankel LLP, 1177 6th Avenue, New York, New York 10036, Attn: Kenneth Eckstein, Esq. (keckstein@kramerlevin.com), Amy Caton, Esq. (acaton@kramerlevin.com), Rachael Ringer (rringer@kramerlevin.com), and Megan Wasson (mwasson@kramerlevin.com); and (v) proposed counsel to the OCC, Cooley LLP, 55 Hudson Yards, New York, NY 10001, Attn: Cullen D. Speckhart, Esq. (cspeckhart@cooley.com), Summer McKee, Esq. (smckee@cooley.com), and Evan Lazerowitz, Esq. (elazerowitz@cooley.com).

- (d) If the Debtors, in consultation with the Ad Hoc First Lien Group, the UCC, and the OCC, determine that a Request is unreasonable, then they promptly shall negotiate with the requesting party and if unable to reach a prompt resolution to the Request, set the matter for hearing at the next regularly scheduled omnibus hearing date in the Chapter 11 Cases. Pending the hearing, the Utility Provider that is the subject of the unresolved Request may not alter, refuse, or discontinue services to the Debtors.
- (e) Absent compliance with the Adequate Assurance Procedures set forth in the Motion and this Order, the Debtors' Utility Providers are prohibited from altering, refusing, or discontinuing service on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with section 366 of the Bankruptcy Code.

10. The Adequate Assurance Procedures as proposed are hereby approved, and the Debtors are not required to provide any additional adequate assurance beyond what is stated in this Order.

11. Unless and until (a) the Debtors, in consultation with the Ad Hoc First Lien Group, the UCC, and the OCC, agree to an alternative assurance of payment with the Utility Provider or (b) the Court enters an order requiring that additional adequate assurance of payment

be provided, the Utility Providers (y) have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code, and (z) are prohibited from altering, refusing, or discontinuing Utility Services on account of prepetition amounts outstanding and on account of any perceived inadequacy of the Adequate Assurance Procedures.

12. The Debtors are authorized to amend the Utilities List, in consultation with the Ad Hoc First Lien Group, the UCC, and the OCC, to add any subsequently identified Utility Provider. This Order shall be deemed to apply to any such Utility Provider regardless of when such Utility Provider may be added to the Utilities List. If the Debtors amend the Utilities List subsequent to the entry of this Order, the Debtors shall (a) file a supplemental notice with the Court (the “Supplemental Notice”), (b) serve a copy of the Motion, the signed order granting the Motion, and the Supplemental Notice on all Utility Providers listed in such Supplemental Notice, and (c) post the Supplemental Notice on the Debtors’ case information website located at <https://restructuring.ra.kroll.com/Endo>. If a Request is made, the Debtors and the Utility Provider making the Request shall be bound by the Adequate Assurance Procedures set forth herein, as applicable.

13. In the event an additional Utility Provider is added to the Utilities List, the Debtors may, after consultation with the Ad Hoc First Lien Group, the UCC, and the OCC, increase the amount of the Adequate Assurance Deposit by an amount equal to two weeks of Utility Services provided by such additional Utility Provider, calculated using the Debtors’ historical average for such payments over the past 12 months.

14. The Debtors may terminate the services of any Utility Provider, in consultation with the Ad Hoc First Lien Group, the UCC, and the OCC, by providing written notice (a “Termination Notice”) to the Utility Provider.

15. The Debtors may, after giving prior notice to the Ad Hoc First Lien Group, the UCC, and the OCC, reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Service upon reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable non-bankruptcy law following the Debtors' termination of Utility Services from such Utility Provider; *provided, however*, that there are no outstanding disputes related to postpetition payments due. To the extent the Debtors issue a Termination Notice or the services provided by the Utility Provider are otherwise terminated, any deposit held by such Utility Provider must be returned to the Debtors in accordance with the procedures of applicable non-bankruptcy law, and the Debtors may reduce the Adequate Assurance Deposit attributable to such Utility Provider accordingly.

16. The Debtors may amend the Utilities List to delete a Utility Provider, in consultation with the Ad Hoc First Lien Group, the UCC, and the OCC, only if the Debtors have provided two weeks' advance notice to such Utility Provider, in writing, and have not received any objection from such Utility Provider. If an objection is received, the Debtors may request a hearing before the Court at the next omnibus hearing date, or such other date approved by this Court that the Debtors and the Utility Provider may agree.

17. Nothing in the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as a waiver of the right of the Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Order.

18. Nothing herein constitutes a finding that any entity is or is not a Utility Provider hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is included in the Utilities List, and the Debtors retain the right to dispute whether any of the entities

now or hereafter listed on the Utilities List are or are not “utilities” within the meaning of section 366 of the Bankruptcy Code.

19. Any Utility Provider that does not make a Request or otherwise comply with the Adequate Assurance Procedures shall be prohibited from altering, refusing, or discontinuing Utility Services, including as a result of the Debtors’ failure to pay charges for prepetition Utility Services or to provide adequate assurance of payment in addition to the Proposed Adequate Assurance.

20. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, the UCC, and the OCC every 30 days beginning upon the date of entry of this Order.

21. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to that certain *Interim 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* entered on August 21, 2022 [Docket No. 98] (the “Cash Collateral Order”) and any other, further, or final order regarding the use of cash collateral and the applicable budget in force in connection therewith. To the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

22. Nothing contained in the Motion or this Order, nor any payment made pursuant to the authority granted by this Order, shall be construed as: (a) an implication or admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any other party-in-interest's (including the UCC's and the OCC's) rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) a promise to pay any claim, (e) a concession by the Debtors that any lien (contractual, common law, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved), (f) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (g) a waiver of the obligation of any party in interest to file a proof of claim, or (h) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

23. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

24. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry.

25. The Debtors are authorized and empowered to take all action necessary to effectuate the relief granted in this Order.

26. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: October 11, 2022
New York, New York

/s/ James L. Garrity, Jr.

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

Exhibit 1

Utilities List¹

¹ Does not include the Settling Utility Providers listed in **Exhibit 2.**

Utility Provider Name	Type of Service Provided	Mailing Address	Account Number(s)	Monthly Spend Average	Adequate Assurance Deposit
Aqua Pennsylvania, Inc.	Water	762 Lancaster Ave Bryn Mawr, PA 19010	19688671327688 19688671327689	\$1,882	\$869
AT&T	Telecommunications	C/O Bankruptcy 4331 Communications Dr Floor 4W Dallas, TX 75211	875996108 171-787-8705 913	\$9,998	\$4,614
Broadview Networks	Telecommunications	800 Westchester Avenue Suite N-501 Rye Brook, NY 10573	609-409-AAF 322	\$2,170	\$1,001
City of Rochester, MI	Water / Sewer	400 Sixth Street Rochester, MI 48307	PARK-000870-0000-00	\$41,069	\$18,955
Colbanet Inc	Telecommunications	6465 Route Trans Canadienne Ville Saint Laurent, QC H4T 1S3 Canada	Paladin	\$52	\$24
Comcast Corporation	Telecommunications	Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103	8499052530174376 8499102530170526 935434208 8499101110112486	\$1,475	\$681
Consumers Energy	Natural Gas	One Energy Plaza Jackson, MI 49201	103013260734	\$11,113	\$5,129
CRP Sanitation Inc.	Waste Collection	2 Bayview Rd Cortlandt, NY 10567	231737	\$511	\$236
Direct Energy Marketing Inc.	Natural Gas	25 Sheppard Avenue West Suite 1400 Toronto, ON M2N 6S6 Canada	587794-85196	\$680	\$314

Utility Provider Name	Type of Service Provided	Mailing Address	Account Number(s)	Monthly Spend Average	Adequate Assurance Deposit
East Whiteland Township, PA	Sewer	Municipal Building 209 Conestoga Road Frazer, PA 19355	4219	\$3,000	\$1,385
GTT Communications Inc	Telecommunications	7900 Tysons One Place Suite 1450 McLean, VA 22102	7-1-1A8LF VPLS / DIA 100003024	\$46,044	\$21,251
Horsham Water and Sewer Authority	Water / Sewer	617 Horsham Rd Horsham, PA 19044	3000100-0 9006400-0	\$7,545	\$3,482
Interstate Waste Services	Waste Collection	300 Frank W Burr Blvd. Suite 39 Teaneck, NJ 07666	612492 641906	\$1,753	\$809
Intrado	Telecommunications	11808 Miracle Hills Dr Omaha, NE 68154	139007 BN-01133784	\$7,386	\$3,409
Level 3 Communications	Telecommunications	1025 Eldorado Blvd Broomfield, CO 80021	1-AZYJR1	\$8,552	\$3,947
Optimum/Cablevision Systems Corporation	Telecommunications	1111 Stewart Ave Bethpage, NY 11714	54110 07869-950107-04-0 07869-976840-01-2	\$5,234	\$2,416
Public Service Enterprise Group	Electricity / Natural Gas	80 Park Plaza Newark, NJ 07102	4202452402 (Electricity/Natural Gas) 6869863601 (Electricity) 4202301102 (Electricity) 6869782318 (Natural Gas) 6869814201 (Natural Gas)	\$33,180	\$15,314

Utility Provider Name	Type of Service Provided	Mailing Address	Account Number(s)	Monthly Spend Average	Adequate Assurance Deposit
Republic Services Inc/Allied Services	Waste Collection	3100 Wireton Road Blue Island, IL 60406	320-1425677	\$7,506	\$3,464
Sterling Sanitation	Waste Collection	48655 Gratiot Ave New Baltimore, MI 48051	1158600	\$7,275	\$3,358
Suez Water	Water	461 From Road Suite 400 Paramus, NJ 07652	5508866220000	\$97	\$45
Sustainable Waste Solutions	Waste Collection	1000 Hagey Rd Souderton, PA 18964	22-77502-03005 21-35779-63008	\$1,198	\$553
Telus Communications Inc	Telecommunications	PO BOX 7575 Vancouver, BC V6B 8N9	507199994 2564311884 5001199999	\$998	\$460
Veolia North America	Waste Collection	53 State Street 14th Floor Boston, MA 02109	19328 OU36010 19262 541794 541795 5504069267916	\$35,698	\$16,476
Veolia Water New York Inc	Water	461 From Road Suite 400 Paramus, NJ 07652	5504069267916	\$25	\$12

Utility Provider Name	Type of Service Provided	Mailing Address	Account Number(s)	Monthly Spend Average	Adequate Assurance Deposit
Verizon Wireless	Telecommunications	Bankruptcy Administration 500 Technology Drive Suite 550 Weldon Spring, MO 63304	251-782-079-0001-53 250-581-420-0001-64 356893112000177 752-128-523-0001-22 251-801-888-0001-60 450-447-475-0001-03 250-437-422-001-83 250-437-422-0001-83 450-447-475-0001-03 901833495-00001	\$22,345	\$10,313
Windstream Services LLC	Telecommunications	4001 N Rodney Parham Rd, Suite 101 Little Rock, AR 72212-2490	215238619 5241538 5450611 5303205 200146557 205136587	\$32,400	\$14,954
Total				\$289,186	\$133,471

Exhibit 2

Settling Utility Providers

Utility Provider Name	Type of Service Provided	Mailing Address	Account Number(s)	Monthly Spend Average	Adequate Assurance Deposit
Consolidated Edison, Inc.	Electricity /Natural Gas	4 Irving Place Room 700 New York, NY 10003	544579160000002 (Electricity) 544880246000028 (Electricity / Natural Gas)	\$4,277	\$4,238
Constellation Energy Services	Natural Gas	1716 Lawrence Drive De Pere, WI 54115	BG-10565	\$26,960	\$13,285
DTE Energy Company	Electricity	1 Energy Plaza Detroit, MI 48226	9100-4092-0969	\$198,069	\$200,000
Orange and Rockland Utilities, Inc.	Electricity / Natural Gas	One Blue Hill Plaza Pearl River, NY 10965	0292027000 (Electricity) 1617834064 (Electricity) 1575834035 (Natural Gas) 1554834008 (Natural Gas)	\$64,518	\$49,935
Peco Energy Company	Electricity, Natural Gas	2301 Market St. Philadelphia, PA 19103	2685516001 (Electricity) 7953966005 (Electricity) 7635760027 (Electricity) 7342173001 (Electricity) 0141127102 (Electricity) 0775450032 (Electricity) 5479043023 (Natural Gas) 1775785022 (Natural Gas) 2227023067 (Natural Gas)	\$106,939	\$150,450
Total				\$689,948	\$417,908

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

SECOND SUPPLEMENTAL ORDER

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