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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	TUESDAY, THE 29TH
	)	
JUSTICE MORAWETZ	)	DAY OF NOVEMBER, 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

THIRD 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 Andrew Harmes sworn November 23, 2022, and the second report of KSV Restructuring Inc., in its capacity as information officer (the "**Information Officer**"), dated November 24, 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) *Errata Order Regarding Memorandum Decision and Order Granting in Part the Motion of the Debtors for an Order (I) Waiving the Requirement That Each Debtor Files a Separate List of its 20 Largest Unsecured Creditors; (II) Authorizing the Debtors to File a Single Consolidated List of Their 50 Largest Unsecured, Non-Insider Creditors; (III) Authorizing the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals; (IV) Authorizing the Claims and Noticing Agent to Withhold Publication of Claims Filed by Individuals Until Further Order of the Court; (V) Establishing Procedures for Notifying Creditors of the Commencement of the Debtors' Chapter 11 Cases; and (VI) Granting Related Relief* (the "**Creditor Listing Order**"), a copy of which is attached as Schedule A hereto;

(b) *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying*

Automatic Stay; and (IV) Granting Related Relief (the "**Final Cash Collateral Order**"), a copy of which is attached as Schedule B hereto hereto;

(c) *Combined Third and Final 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 "**Combined Wages Order**"), a copy of which is attached as Schedule C hereto hereto; and

(d) *Final 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 "**Final Wages Order**"), a copy of which is attached as Schedule D 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.

RECOGNITION OF DE MINIMIS ASSETS ORDER

4. **THIS COURT ORDERS** that the *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* (the "**De Minimis Assets Order**") of the Bankruptcy Court made in the Foreign Proceeding, a copy of which is attached as Schedule E hereto, is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA.

5. **THIS COURT ORDERS** that Paladin Labs Inc. and Paladin Labs Canadian Holding Inc. (each a "**Canadian Debtor**") are authorized, notwithstanding paragraph 5 of the Initial Recognition Order (Foreign Main Proceedings) of this Court granted August 19, 2022, to use, sell, acquire, invest, transfer or abandon their Property in accordance with the De Minimis Assets Order, provided that a Canadian Debtor shall provide not less than seven (7) days' advance notice to the Information Officer prior to taking any action with respect to its Property pursuant to the De Minimis Assets Order.

GENERAL

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

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

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

Chief Justice G.B. Morawetz

SCHEDULE A
CREDITOR LISTING ORDER

[Attached]

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Case No. 22-22549 (JLG)
	:	Chapter 11
Endo International plc, *et al.*,	:	Related Doc # 567
	:	
Debtors.[1]	:	(Jointly Administered)

ERRATA ORDER REGARDING MEMORANDUM DECISION AND ORDER GRANTING IN PART THE MOTION OF THE DEBTORS FOR AN ORDER (I) WAIVING THE REQUIREMENT THAT EACH DEBTOR FILES A SEPARATE LIST OF ITS 20 LARGEST UNSECURED CREDITORS; (II) AUTHORIZING THE DEBTORS TO FILE A SINGLE CONSOLIDATED LIST OF THEIR 50 LARGEST UNSECURED, NON-INSIDER CREDITORS; (III) AUTHORIZING THE DEBTORS AND THE CLAIMS AND NOTICING AGENT TO REDACT PERSONALLY IDENTIFIABLE INFORMATION FOR INDIVIDUALS; (IV) AUTHORIZING THE CLAIMS AND NOTICING AGENT TO WITHHOLD PUBLICATION OF CLAIMS FILED BY INDIVIDUALS UNTIL FURTHER ORDER OF THE COURT; (V) ESTABLISHING PROCEDURES FOR NOTIFYING CREDITORS OF THE COMMENCEMENT OF THE DEBTORS' CHAPTER 11 CASES; AND (VI) GRANTING RELATED RELIEF

This matter having come up on the Court's own motion, it is hereby ORDERED:

1. The Court's Memorandum Decision and Order Granting in Part the Motion of the Debtors for an Order (I) Waiving the Requirement That Each Debtor Files a Separate List of Its 20 Largest Unsecured Creditors; (II) Authorizing the Debtors to File a Single Consolidated List of Their 50 Largest Unsecured, Non-Insider Creditors; (III) Authorizing the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals; (IV) Authorizing the Claims and Noticing Agent to Withhold Publication of Claims Filed by Individuals Until Further Order of the Court; (V) Establishing Procedures for Notifying Creditors of the Commencement of the Debtors' Chapter 11 Cases; and (VI) Granting Related Relief, dated November 2, 2022, Case No. 22-22549, ECF No. 567 (the "Memorandum Decision"), is corrected in the manner described below:

    a. The following sentence on page 28 of the Memorandum Decision:

    > Accordingly, pursuant to section 107(c), the Court authorizes the Debtors to redact the names, home addresses, and email addresses of the Individual

[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.

> Litigation Claimants located in the US, EU, and UK and of the Named Individual Australian Litigation Claimants from any paper filed with the Court and/or otherwise made publicly available by the Debtor and the Claims and Noticing Agent, and to notate instead "Name on File" and "Address on File."

shall be corrected to read as follows:

> Accordingly, pursuant to section 107(c), the Court authorizes the Debtors to redact the names, home addresses, and email addresses of the Individual Litigation Claimants located in the US, Canada, EU, and UK and of the Named Individual Australian Litigation Claimants from any paper filed with the Court and/or otherwise made publicly available by the Debtor and the Claims and Noticing Agent, and to notate instead "Name on File" and "Address on File."

b. The following sentence on page 34 of the Memorandum Decision:

> To redact the names, home addresses, and email addresses of the Individual Litigation Claimants located in the US, EU, and UK, and the Named Individual Australian Litigation Claimants, from any paper filed with the Court and/or otherwise made publicly available by the Debtor and the Claims and Noticing Agent, and to notate instead "Name on File" and "Address on File."

shall be corrected to read as follows:

> To redact the names, home addresses, and email addresses of the Individual Litigation Claimants located in the US, Canada, EU, and UK, and the Named Individual Australian Litigation Claimants, from any paper filed with the Court and/or otherwise made publicly available by the Debtor and the Claims and Noticing Agent, and to notate instead "Name on File" and "Address on File."

2. Future references to the Memorandum Decision shall be to the Memorandum Decision as corrected hereby, a copy of which is attached hereto as Exhibit A.

Dated: New York, New York
November 11, 2022

/s/ *James L. Garrity, Jr.*
Hon. James L. Garrity, Jr.
U.S. Bankruptcy Judge

EXHIBIT A

(CORRECTED MEMORANDUM DECISION)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

NOT FOR PUBLICATION

In re:	Case No. 22-22549 (JLG)
Endo International plc, *et al.*,	Chapter 11
Debtors.[1]	(Jointly Administered)

MEMORANDUM DECISION AND ORDER GRANTING IN PART THE MOTION OF THE DEBTORS FOR AN ORDER (I) WAIVING THE REQUIREMENT THAT EACH DEBTOR FILES A SEPARATE LIST OF ITS 20 LARGEST UNSECURED CREDITORS; (II) AUTHORIZING THE DEBTORS TO FILE A SINGLE CONSOLIDATED LIST OF THEIR 50 LARGEST UNSECURED, NON-INSIDER CREDITORS; (III) AUTHORIZING THE DEBTORS AND THE CLAIMS AND NOTICING AGENT TO REDACT PERSONALLY IDENTIFIABLE INFORMATION FOR INDIVIDUALS; (IV) AUTHORIZING THE CLAIMS AND NOTICING AGENT TO WITHHOLD PUBLICATION OF CLAIMS FILED BY INDIVIDUALS UNTIL FURTHER ORDER OF THE COURT; (V) ESTABLISHING PROCEDURES FOR NOTIFYING CREDITORS OF THE COMMENCEMENT OF THE DEBTORS' CHAPTER 11 CASES; AND (VI) GRANTING RELATED RELIEF

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[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.

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

Introduction[2]

The Debtors have filed a motion seeking various forms of relief relating to the noticing of creditors in these Chapter 11 Cases (the "Motion").[3] Part of the relief that the Debtors are seeking in the Motion is the Court's authorization (i) to redact the home addresses and email addresses of certain Individual Non-Litigation Claimants and Equity Holders located in the United States (the "US"), Canada, the United Kingdom ("UK"), and the European Union ("EU"); and (ii) to redact the names, home addresses, and email addresses of certain Individual Litigation Claimants located in the US, Canada, the UK, the EU, and Australia, from any document filed with the Court and/or otherwise made publicly available by the Debtors and the Claims and Noticing Agent, including the List of Creditors, the Claims Registers and Schedules and Statements.

Those aspects of the Motion are now before the Court. The Office of the United States Trustee (the "UST") filed an objection to the Motion (the "UST Objection").[4] The Debtors filed

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[2] Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion and in the Declaration of Mark Bradley in Support of Chapter 11 Petitions and First Day Orders, ECF No. 38 (the "Bradley Decl."). References to "ECF No. ___" are references to documents filed on the electronic docket in case number 22-22549.

[3] *Motion of the Debtors for an Order (I) Waiving the Requirement That Each Debtor Files a Separate List of Its 20 Largest Creditors; (II) Authorizing the Debtors to File a Single Consolidated List of Their 50 Largest Unsecured Non-Insider Creditors; (III) Authorizing the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals; (IV) Authorizing the Claims and Noticing Agent to Withhold Publication of the Claims Filed by Individuals Until Further Order of the Court; (V) Establishing Procedures for Notifying Creditors of the Commencement of the Chapter 11 Cases; and (VI) Granting Related Relief*, ECF No. 6.

[4] *United States Trustee's Objection to Debtors' Motion for Entry of a Final Order (I) Waiving the Requirement That Each Debtor File a Separate List of Its 20 Largest Unsecured Creditors; (II) Authorizing the Debtors to File a Single Consolidated List of Their 50 Largest Unsecured, Non-Insider Debtors; (III) Authorizing the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals; (IV) Authorizing the Claims and Noticing Agent to Withhold Publications of Claims Filed by Individuals Until Further Order of the Court; (V) Establishing Procedures for Notifying Creditors of the Commencement of the Debtors' Chapter 11 Cases; and (VI) Granting Related Relief*, ECF No. 176.

a reply to the UST Objection (the "Reply").[5] The Official Committee of Opioid Claimants filed a statement in response to the UST Objection and in support of the Motion (the "OCC Statement").[6] The Ad Hoc Committee of NAS Children[7] and the Ad Hoc Group of Personal Injury Victims[8] each joined in the OCC Statement. On September 28, 2022, the Court heard argument on the Motion.

To the extent set forth herein, the Court GRANTS the Motion.

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[5] *The Debtors' Reply in Support of the Motion of the Debtors for an Order (I) Waiving the Requirement That Each Debtor Files a Separate List of Its 20 Largest Unsecured Creditors; (II) Authorizing the Debtors to File a Single Consolidated List of Their 50 Largest Unsecured, Non-Insider Creditors; (III) Authorizing the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals; (IV) Authorizing the Claims and Noticing Agent to Withhold Publication of Claims Filed by Individuals Until Further Order of the Court; (V) Establishing Procedures for Notifying Creditors of the Commencement of the Debtors' Chapter 11 Cases; and (VI) Granting Related Relief*, ECF No. 274. The Debtors support the Reply with the Declaration of Eve-Christie Vermynck, who is a solicitor and attorney admitted to practice in England, Wales, Paris, and New York (the "Vermynck Decl."). *Declaration of Eve-Christie Vermynck*, Reply, Ex. A. Additionally, the Debtors also attach to their Reply the Declaration of David McCredie, who is a solicitor admitted in Australia (the "McCredie Decl."). *Declaration of David McCredie*, Reply, Ex B.

[6] *Statement of the Official Committee of Opioid Claimants in Support of Motion of the Debtors for Entry of a Final Order Authorizing (I) the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals and (II) the Claims and Noticing Agent to Withhold Publication of Claims Filed by Individuals Until Further Order of the Court*, ECF No. 277.

[7] *Joinder of the Ad Hoc Committee of NAS Children in Support of the Statement of the Official Committee of Opioid Claimants in Support of Motion of the Debtors for Entry of a Final Order Authorizing (i) the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals and (ii) the Claims and Noticing Agent to Withhold Publication of Claims Filed by Individuals Until Further Order of the Court*, ECF No. 290 (the "NAS Joinder"). The NAS Committee is comprised of parents and guardians advocating on behalf of children born with Neonatal Abstinence Syndrome ("NAS"), a medical diagnosis that irises from testing and observation of conditions associated with opioid use and its sudden withdrawal, which in turn is commonly known as neonatal opioid withdrawal syndrome. *Verified Statement of the Ad Hoc Committee of NAS Children Pursuant to Bankruptcy Rule 2019*, ECF No. 134 at 2 & n.2.

[8] *Joinder of the Ad Hoc Group of Personal Injury Victims in Support of the Statement of the Official Committee of Opioid Claimants in Support of Motion of the Debtors for Entry of a Final Order Authorizing (I) the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals and (II) the Claims and Noticing Agent to Withhold Publication of Claims Filed by Individuals Until Further Order of the Court*, ECF No. 292 (the "Ad Hoc Group Joinder"). The Ad Hoc Group of Personal Injury Victims is comprised of five individuals, each of whom holds one or more unsecured, unliquidated, opioid-related personal injury claims against one or more of the Debtors. *Verified Statement of the Ad Hoc Group of Personal Injury Victims Pursuant to Bankruptcy Rule 2019*, ECF No. 285.

Jurisdiction

The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

Background

On August 16, 2022 (the "Petition Date"), Endo International plc ("Endo Parent") and each of its debtor affiliates (collectively, the "Debtors" and, together with their non-debtor affiliates, the "Company" or "Endo") commenced voluntary chapter 11 cases in this Court (the "Chapter 11 Cases") by filing petitions for relief under chapter 11 of the Bankruptcy Code. On August 17, 2022, the Court entered an order authorizing the joint administration and procedural consolidation of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b).[9] The Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On September 2, 2022, the UST appointed an Official Committee of Unsecured Creditors (the "UCC")[10] and an Official Committee of Opioid Claimants (the "OCC")[11] in the Chapter 11 Cases. No trustee or examiner has been appointed in the Chapter 11 Cases.

Endo is a leading specialty pharmaceutical company. It operates a global biopharmaceutical business that produces and sells both generic and branded products. Endo Parent, the lead Debtor, is an Irish public limited company headquartered in Dublin, Ireland, and

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[9] *Order (I) Directing Joint Administration of the Chapter 11 Cases Pursuant to Bankruptcy Rule 1015(b); (II) Waiving the Requirements of Section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n); and (III) Granting Related Relief*, ECF No. 45.

[10] *Appointment of Official Creditors' Committee of Unsecured Creditors*, ECF No. 161.

[11] *Appointment of Official Committee of Opioid Claimants*, ECF No. 163.

is the publicly traded parent of Endo's global enterprise. Bradley Decl. ¶¶ 1, 6. It is a holding company that conducts business through its operating subsidiaries. Collectively, the Debtors operate in five countries, including the US, Canada, Ireland, the UK, and Luxembourg. The non-debtor affiliates also have material operations in India. *Id*. ¶¶ 22, 106.

Certain of the Debtors have been named as defendants in over 3,500 lawsuits (the "Opioid Lawsuits") filed by plaintiffs (the "Opioid Claimants"), seeking to hold such Debtors liable for their marketing and sale of certain FDA-approved opioid products, including, without limitation, Opana® and Opana® ER. *Id*. ¶ 49. An "overwhelming majority" of these Opioid Lawsuits have been filed in the US, with only a "handful" having been filed as proposed class actions in Canada. *Id.* ¶ 51. The Opioid Claimants include individuals seeking damages for alleged personal injuries (the "Opioid PI Claimants"). *Id.* In addition to the Opioid Lawsuits, the Company and certain of its subsidiaries, including Astora Women's Health LLC ("Astora"),[12] have been named as defendants in multiple lawsuits in various state and federal courts in the US, as well as in Canada, Australia, and unspecified other countries. *Id.* ¶ 60. These lawsuits assert claims for personal injuries resulting from the use of transvaginal surgical mesh products designed to treat pelvic organ prolapse or stress urinary incontinence. The plaintiffs (the "Surgical Mesh PI Claimants") generally allege that the products caused extensive personal injury, including chronic pain, incontinence, inability to control bowel function, and permanent deformities. *Id.* The Company's subsidiary, Par Pharmaceutical, Inc. ("PPI"), was named in a multidistrict-litigation case pending in the United States District Court for the Southern District of Florida along with numerous other manufacturers and distributors of branded and generic ranitidine. *Id.* ¶ 63. PPI has also been

[12] American Medical Systems Holdings, Inc. converted to Astora Women's Health Holding LLC and merged into Astora.

named in similar complaints filed in certain state courts, including California, Pennsylvania, and Illinois (collectively, the "Ranitidine PI Claims"). *Id.*

The Motion

Under the Motion, as filed, the Debtors seek authorization pursuant to section 107(c)(1) of the Bankruptcy Code to redact personally identifiable information, including, without limitation, the names and addresses of any individual listed on, or appearing in, any document: (a) made publicly available on the Debtors' case website; (b) filed with the Court; or (c) otherwise submitted to the Claims and Noticing Agent, including the List of Creditors, the Claims Registers, and the Schedules. Motion ¶ 15. The Debtors propose to provide, under seal, unredacted copies of filings to the Court, the UST, official committees, and any other party designated by the Court, subject to a case-by-case review as to whether disclosure would violate any foreign data-protection regime. *Id.* ¶ 21.

The Debtors contend that the Court should grant them such relief because, given the nature of the Chapter 11 Cases, they are unfamiliar with the personal circumstances of each of their creditors to know with sufficient certainty whether a release of their personal information could potentially jeopardize their safety or violate any foreign jurisdictions' privacy data protection regulations. *Id.* ¶ 18. As to the latter, they note that certain of their employees and individual litigation claimants are located in the EU, the UK, Australia, and other countries, which closely regulate the disclosure of personal information. *Id.* ¶ 20. They contend that the United Kingdom Data Protection Act of 2018 and the United Kingdom General Data Protection Regulation (together, the "UK GDPR"), the European General Data Protection Regulation (the "EU GDPR," together with the UK GDPR, the "GDPR"),[13] and similar laws in other jurisdictions impose

[13] The UK GDPR and the EU GDPR are separate legislative regimes applicable in each jurisdiction. The Court will address them together, as the provisions of the EU GDPR were incorporated directly into the UK law as the UK

significant constraints on the disclosure of "personally identifiable information" that may restrict their ability to process and disclose personal information relating to the Debtors' employees and individual claimants located in such foreign jurisdictions. *Id.* They also contend that, as with any large employer, certain employees' personal circumstances, including circumstances unrelated to their employment, would be negatively impacted by the disclosure of their residential addresses, and that disclosure of personal addresses would likely hinder the Debtors' efforts to attract and retain the employees necessary to preserve the value of the Debtors' estates for the benefit of their creditors and other parties-in-interest. *Id.* ¶ 19.

The UST Objection

The UST raises three points in support of its objection. First, it contends that the relief that the Debtors are seeking in the Motion runs afoul of section 107(c) because, among other things, the Debtors do not define or otherwise limit the scope of "personally identifiable information." UST Obj. at 1, 8. It also asserts that the Debtors failed to submit competent evidence of undue risk of identity theft or other unlawful injury to the individuals they seek to protect via redaction under section 107(c) and have not explored narrower alternative relief. *Id.* at 9–10. It notes that "insofar as the business address of an individual creditor may already be public information, the address is not entitled to protection," and because the Debtors did not limit their requested redactions to residential addresses, public business addresses could be redacted. *Id.* at 10.

Next, the UST contends, in substance, that the Debtors overstate the scope of the constraints on the disclosure of "personally identifiable information" under the GDPR. Article 6

GDPR, following the UK's departure from the EU. Vermynck Decl., ¶ 9. As such, the Court will use the term "GDPR" to refer to both regulations.

of the GDPR provides that personal-data processing is lawful where, among other things, "processing is necessary for compliance with a legal obligation to which the controller is subject." UST Obj. at 12 (quoting EU GDPR, Art. 6(c)). The UST concedes that the Debtors qualify as a "controller" under the GDPR but contends that, since the Debtors assertedly "have the duty to make public all information contained in their Court filings in these cases," they may process personal information under the exceptions at Article 6(c) of the GDPR. *Id.* at 12–13.[14] The UST also asserts that Article 49(1)(e) of the GDPR permits a data controller to transfer personal data to a third country or an international organization where, among other things, "the transfer is necessary for the establishment, exercise or defense of legal claims." *Id.* at 13 (quoting EU GDPR, art. 49(1)(e)). It contends that, because the Debtors' initiation of these Chapter 11 Cases subjects them to the disclosure requirements of section 521 of the Bankruptcy Code, Rules 1007(b) and 9009 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the applicable official forms, the Debtors' filing of unredacted personal information meets the "necessary" standard of Article 49(1)(e). *Id.* at 14.

Finally, the UST contends that despite being headquartered in Ireland—an EU member state—the Debtors chose to file the Chapter 11 Cases in the US, and, as such, the Bankruptcy Code, not the GDPR, or other foreign law, controls the scope of the disclosure of personally identifiable information for individuals in these Chapter 11 Cases. *Id.* at 14. The UST maintains that section 107 of the Bankruptcy Code codifies the long-standing US common law right of public access to court records and that the scope of the privacy restrictions under the GDPR far exceeds

[14] The UST also asserts that "the GDPR does not appear to protect the personal information of individuals who are non-EU residents located outside the EU, including U.S. citizens residing in the U.S." *Id.* at 13. The UST cites to Article 3(2) of the EU GDPR Art. 3(2), which states, "This Regulation applies to the processing of personal data of data subjects who are in the Union by a controller or processor not established in the Union . . . ."

those contained in section 107(c). *Id.* at 7, 14–16. For that reason, it asserts that the Court should exercise its discretion and deny the Debtors' request that it recognize the GDPR and apply it in these Chapter 11 Cases. *Id.* at 14–16.

The Debtors' Reply

In their Reply to the UST Objection, the Debtors provide additional information regarding the number and location of individuals that are impacted by the Motion, limit the scope of the relief they are seeking under the Motion, and elaborate on their request that the Court give effect to foreign law in these cases.

The Debtors are aware of the identity and contact details of approximately 8,600 individual non-litigation claimants and equity holders located in the US, Canada, the UK, and the EU (collectively, the "Individual Non-Litigation Claimants and Equity Holders"), as follows:

> (i) 185 current employees located in the UK and the EU (the "UK/EU Current Employees") and 1,550 current employees located in the US and Canada (together with the UK/EU Current Employees, the "Current Employees");
>
> (ii) 100 former employees who were employed within six years prior to the Petition Date, located in the UK and the EU (the "UK/EU Former Employees") and 6,600 former employees who were employed within six years prior to the Petition Date, located in the US and Canada (together with the UK/EU Former Employees, the "Former Employees");
>
> (iii) 10 individual equity holders located in the UK and the EU (the "UK/EU Individual Equity Holders") and 60 individual equity holders located in the US and Canada (together with the UK/EU Individual Equity Holders, the "Individual Equity Holders"); and
>
> (iv) 30 individual vendors and contract counterparties located in the UK and the EU (the "UK/EU Individual Vendors and Contract Counterparties") and 1,200 individual vendors and contract counterparties located in the US and Canada (together with the UK/EU Individual Vendors and Contract Counterparties, the "Individual Vendors and Contract Counterparties").

Reply ¶ 8.

The Debtors also are aware of the identity and contact information for thousands of individual litigation claimants located in the US, Canada, the UK, the EU, and Australia (collectively, the "Individual Litigation Claimants"). Reply ¶¶ 9–16. The Court briefly discusses those claimants below.

Individual US/Canada Litigation Claimants

The Debtors, including Astora, are aware of the identity and contact details of hundreds of individuals who either filed individual claims against the Debtors or are members of a class action, seeking damages for alleged personal injuries in their capacities as: (a) Opioid PI Claimants, (b) Surgical Mesh PI Claimants, or (c) Ranitidine PI Claimants (collectively, the "Individual US/Canada Litigation Claimants"). Reply ¶ 10.

Individual UK/EU Litigation Claimants

The Debtors, including Astora, have been named as defendants by (a) 13 Surgical Mesh PI Claimants in actions brought in the High Court of England and Wales, (b) 56 Surgical Mesh PI Claimants in actions brought in Scotland's Court of Session, and (c) a number of Surgical Mesh PI Claimants in actions in the Netherlands and Ireland (collectively, the "Individual UK/EU Litigation Claimants"). They are aware of the identity and contact information of each of the Individual UK/EU Litigation Claimants. *Id.* ¶ 11.

Individual Australian Litigation Claimants

The Debtors are aware of the identity and contact details of:

> (i) two Surgical Mesh PI Claimants named in a class action that they have commenced on their own right and on behalf of other women in the Federal Court of Australia (Proceeding NSD 35/2018) (the "Australian Court") asserting Surgical Mesh PI Claims against Astora (the "Australian Class Action Proceeding");

(ii) three Surgical Mesh PI Claimants who have filed applications in the Supreme Court of Queensland seeking leave to commence proceedings against Astora in that court; and

(iii) one Surgical Mesh PI Claimant in a proceeding against Astora in the Supreme Court of New South Wales.

Id. ¶¶ 12–15. Hereinafter, the Court shall refer to the foregoing Surgical Mesh PI Claimants and the solicitors who act for them as the "Named Individual Australian Litigation Claimants."

Baker McKenzie acts as Astora's Australian counsel in the Australian Class Action Proceeding. In that capacity, it holds the names and contact details of more than 3,000 women who may be class members in the Australian Class Action Proceeding (the "Additional Individual Australian Litigation Claimants") in certain documents (the "Australian Documents") subject to an implied undertaking under Australian law (the "*Harman* Undertaking") that they will not use that information for any purpose other than the conduct of the Australian Class Action Proceeding, and subject to state/territory and commonwealth privacy regimes that limit Astora's ability to make use of the Additional Individual Australian Litigation Claimant details. *See* McCredie Decl. ¶¶ 9–10.[15] On September 9, 2022, Astora filed an interlocutory application (as further amended, the "Interlocutory Application"), in the Australian Class Action Proceeding, seeking orders from the Australian Court that it be permitted to use the Additional Individual Australian Litigation Claimant contact details for the purpose of serving such individuals with the notice of commencement of Astora's chapter 11 case and of other documents where such individuals are parties-in-interest, and to disclose the names and contact details of the Additional Individual

[15] In relation to the Named Individual Australian Litigation Claimants, the Debtors are not subject to any form of undertaking such as that which applies in respect of the Additional Individual Australian Litigation Claimants. The Debtors advise that applicable Australian laws, including privacy laws, do not restrict Astora from disclosing the names and home addresses of the Named Individual Australian Litigation Claimants and counsel address where required by the orders of this Bankruptcy Court. Reply at 22 n.7. The Debtors seek authorization from the Court to redact the names of the Named Individual Australian Litigation Claimants for the same substantive reasons it seeks such permission in respect of the U.S./Canada Litigation Claimants as set out herein. *Id.*

Australian Litigation Claimants in Astora's chapter 11 case. *Id.* ¶¶ 12–14. In an order dated September 28, 2022 (the "Australian Court Order"),[16] the Australian Court specifically released Astora from the *Harman* Undertaking for the purposes of (i) providing notice to parties-in-interest in these Chapter 11 Cases, (ii) preparing and filing a list of creditors and any other documents to be filed in the Bankruptcy Court in these Chapter 11 Cases (the "Bankruptcy Filings") "in which any information contained in such documents which is sourced from the Australian Documents shall be redacted," and (iii) "providing copies of the Bankruptcy Filings in which information obtained from the Australian Documents is not redacted, to the Bankruptcy Court, the United States Trustee, and the Official Committee of Unsecured Creditors in the Endo Group Chapter 11 on the basis that such documents are held in confidence subject to the orders of the Bankruptcy Court." Australian Court Order ¶ 1(a)–(d).

Modified Request for Relief

In response to the UST Objection, the Debtors refined their request for relief. Pursuant to the Motion, as modified, they are seeking authority under section 107(c) of the Bankruptcy Code and Bankruptcy Rule 1007(j) (solely with respect to information contained in the filings described in Bankruptcy Rule 1007), to make the following redactions:

> Individual Equity Holders, Vendors and Contract Counterparties
>
> Redact the individual's home address and email address and notate "Address on File" instead.
>
> Former Employees
>
> Redact the individual's home address and email address and notate the Debtors' address of service instead.

[16] *See Notice of Order Entered by Federal Court of Australia*, Ex. 2, ECF No. 320.

> Current Employees
>
> Redact the individual's home address and email address and instead notate the individual's applicable business address.
>
> Individual Litigation Claimants
>
> Redact the individual's name, home address, and email address and instead notate the address of the individual's counsel, and if the individual has no counsel of record, notate "Address on File."

The Debtors assert that, for the redacted documents filed with respect to the Individual Equity Holders, Vendors and Counterparties, and the Current and Former Employees, they will

> (i) provide unredacted filings to the Court, the UST, the UCC, the OCC and any other party designated by further order of the Court, subject to applicable foreign law;
>
> (ii) provide any other party in interest unredacted filings upon request made to the Debtors that the Debtors determine in good faith is reasonably related to the Chapter 11 Cases, subject to applicable foreign law; and
>
> (iii) provide five days' advance notice to the UST, the UCC, and the OCC, prior to determining whether to deny or grant any request for such unredacted filing.

Reply at 5–6. They say that they will do the same for the redacted documents filed with respect to the Individual Litigation Claimants[17] and that they also will consult with the OCC prior to determining whether to deny or grant any requests concerning opioid litigation claimants' redacted information. *Id.* at 6–7.

The Debtors contend that the Court should authorize them to make the requested redactions because disclosure of such personal information is protected under section 107(c) and, as to the Additional Individual Australian Litigation Claimants, such disclosure would violate the Australian Court Order. They also contend that disclosure of such personally identifiable

[17] However, the Debtors do not seek authorization to disclose the contact information of the Additional Individual Australian Litigation Claimants to the OCC. *Transcript Regarding Hearing Held on 9/28/2022*, ECF No. 336 at 82:5–83:23.

information with respect to individuals located in the UK and EU would violate the GDPR. Reply ¶¶ 20–32, 39–44, 48–71. The GDPR applies to the processing of "personal data" in the context of an establishment of a "data controller" or "data processor" in the UK and the EU, regardless of where the processing takes place. Vermynck Decl. ¶ 10.[18] Under the GDPR, the data controller determines the purposes for which and the means by which "personal data" is processed, and the data processor processes "personal data" only on behalf of the controller. There is no dispute that the Debtors are "data controllers"—since they have received "personal data" relating to citizens of the UK and the EU—and that their agents that hold and otherwise process such "personal data" solely on the Debtors' instructions and on behalf of the Debtors are "data processors." *Id.* ¶ 12. Article 6 of the GDPR restricts the "processing" of "personal data." The Debtors maintain that for purposes of this case, such "processing" includes (a) the use of names and contact information of the Individual Non-Litigation Claimants and Equity Holders not located in the US, as well as the UK/EU Individual Litigation Claimants for the purpose of serving them with any notice related to the Chapter 11 Cases, and (b) the Debtors or Noticing Agent filing any unredacted or redacted paper in the Chapter 11 Cases or serving a limited number of parties a redacted version that contains the "personal data" of these individual claimants. *Id.* ¶¶ 12, 25. The Debtors contend

[18] The EU GDPR applies to all EU member countries and protects all European Union member countries' citizens, imposes significant constraints on the "processing" of "personal data" relating to these individuals. Vermynck Decl. ¶ 9. The EU GDPR also applies to the three European Economic Area member states that are not in the EU: Liechtenstein, Iceland, and Norway. Erin Hilliard, *The GDPR: A Retrospective and Prospective Look at the First Two Years*, 35 BERKELEY TECH. L.J. 1245, 1267 (2020); *In re Celsius Network LLC*, No. 22-10964, 2022 WL 4492928, at *10 (Bankr. S.D.N.Y. Sept. 28, 2022). The UK GDPR applies to the UK and protects all UK citizens, and it imposes relatively equivalent constraints on the "processing" of these individuals' "personal data." Vermynck Decl. ¶ 9. For these purposes, the term "personal data" means "any information relating to an identified or identifiable living individual ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly[.]" *Id.* (quoting EU GDPR Art. 4(1)). The term "processing" means "any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data by 'data controllers' or 'data processors.'" *Id.* (quoting EU GDPR Art. 4(2)).

that Article 6(1)(f) may apply to the processing of the personal data of the Individual Non-Litigation Claimants and Equity Holders located in the UK and EU and the UK/EU Individual Litigation Claimants. *Id.* ¶¶ 17–19; 23–25.[19] They assert that, consistent with their obligations under the GDPR to restrict data processing only to that which is necessary to achieve the permitted purpose and to balance the rights and freedoms of these individuals, to comply with Article 6(1)(f), in any paper filed with the Court, they must (a) redact the home addresses and email addresses of the Individual Non-Litigation Claimants and Equity Holders located in the UK and EU, and (b) the names and home addresses and email addresses of the UK/EU Litigation Claimants. *Id.* ¶¶ 19, 25. They contend that, absent such relief, they risk processing "personal data" without a legal basis and in breach of the GDPR and thereby exposing themselves to severe monetary penalties that could threaten the Debtors' operations during this sensitive stage of their restructuring. *Id.*[20]

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[19] Article 6(1)(f) of the GDPR states that the "processing" of "personal data" is lawful when:

> (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

This provision is subject to Article 5(1) of the GDPR. Article 5(1)(c) provides that "personal data" must be "adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed." Article 5(1)(b) states that the purpose for which an individual or entity collects, and processes "personal data" must be "specified, explicit and legitimate." Vermynck Decl. ¶ 18. The Debtors assert that, contrary to the UST's assertions, Article 6(1)(c) of the GDPR ("compliance with a legal obligation") is not applicable to the Chapter 11 Cases because the legal obligation must exist under the UK and the EU laws, which is not the case in the context of the Chapter 11 Cases. *Id.* ¶ 16.

[20] A violation of the GDPR could result in proceedings or actions against the breaching organization by governmental entities or others, including class action privacy litigation in certain jurisdictions, significant fines, penalties, judgments, and reputational damages to such organization. Vermynck Decl., ¶ 11. If an organization is found to have processed information in breach of the UK GDPR, the organization may be subject to an administrative fine up to the higher of £17,500,000 or 4 percent of worldwide annual turnover—i.e., total annual revenues—of the preceding financial year. *See* United Kingdom Data Protection Act 2018, section 157(5)(a) (as amended by Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019). Similarly, for a breach of the EU GDPR, the organization may be fined up to the higher of €20,000,000 or 4 percent of worldwide annual turnover—i.e., total annual revenues—of the preceding financial year. *See* General Data Protection Regulation (EU) 2016/679, art. 83(5); Vermynck Decl. ¶ 11.

Applicable Legal Principles

Bankruptcy Code § 521 and its implementing rules impose a duty on all debtors to file schedules and statements. 11 U.S.C. § 521(a). Bankruptcy Rule 1007(b) requires the schedules and statements to be "prepared as prescribed by the appropriate Official Forms." FED. R. BANKR. P. 1007(b). Official Form 206, the Schedules for non-individual debtors, requires complete disclosure of a creditor's name and mailing address, (Sch. E-F), and as to secured creditors, their email addresses as well (Sch. D). As applicable, Official Form 207, the Statement of Financial Affairs for non-individual debtors, also requires full disclosure of a creditor's or other individual's name, address, and email address, (Part 2, Part 3 (Item 4), Part 6 (Items 11 and 13), Part 11, Part 13 (Items 27–30). As relevant, Bankruptcy Rule 9009 states:

> The Official Forms prescribed by the Judicial Conference of the United States shall be used without alteration, except as otherwise provided in these rules, in a particular Official Form, or in the national instructions for a particular Official Form. Official Forms may be modified to permit minor changes not affecting wording or the order of presenting information, including changes that:
>
> > (1) expand the prescribed areas for responses in order to permit complete responses;
> >
> > (2) delete space not needed for responses; or
> >
> > (3) delete items requiring detail in a question or category if the filer indicates—either by checking "no" or "none" or by stating in words—that there is nothing to report on that question or category.

FED. R. BANKR. P. 9009(a).

There is a strong presumption and public policy in favor of public access to court records. *See, e.g.*, *Nixon v. Warner Commc'n, Inc.*, 435 U.S. 589, 597–98 (1978); *Neal v. The Kansas City Star (In re Neal)*, 461 F.3d 1048, 1053 (8th Cir.2006); *Gitto v. Worcester Telegram & Gazette Corp. (In re Gitto Global Corp.)*, 422 F.3d 1, 6 (1st Cir.2005); *In re Borders Grp., Inc.*, 462 B.R. 42, 46 (Bankr. S.D.N.Y. 2011); *In re Food Mgmt. Grp., LLC*, 359 B.R. 543, 553 (Bankr. S.D.N.Y.

2007). The right of public access is "rooted in the public's First Amendment right to know about the administration of justice." *Video Software Dealers Ass'n v. Orion Pictures Corp. (In re Orion Pictures Corp.)*, 21 F.3d 24, 26 (2d Cir.1994) (stating that public access "helps safeguard 'the integrity, quality, and respect in our judicial system,' and permits the public 'to keep a watchful eye on the workings of public agencies'" (first quoting *In re Analytical Sys.*, 83 B.R. 833, 835 (Bankr. N.D. Ga. 1987); and then quoting *Nixon*, 435 U.S. at 598)). "The public interest in openness of court proceedings is at its zenith when issues concerning the integrity and transparency of bankruptcy court proceedings are involved." *In re Food Mgmt. Grp., LLC*, 359 B.R. at 553; *see also In re Gitto Global Corp.*, 422 F.3d at 7 ("This governmental interest is of special importance in the bankruptcy arena, as unrestricted access to judicial records fosters confidence among creditors regarding the fairness of the bankruptcy system."); *In re Bell & Beckwith*, 44 B.R. 661, 664 (Bankr. N.D. Ohio 1984) ("This policy of open inspection, established in the Bankruptcy Code itself, is fundamental to the operation of the bankruptcy system and is the best means of avoiding any suggestion of impropriety that might or could be raised.").

Section 107(a) of the Bankruptcy Code codifies the common law right of public access to judicial records. *Togut v. Deutsche Bank AG (In re Anthracite Capital Inc.)*, 492 B.R. 162, 170, 173 (Bankr S.D.N.Y. 2013); *see also Gitto Global*, 422 F.3d at 7–8 (noting that section 107 supplants the common law right of public access). Pursuant to section 107(a), papers filed in bankruptcy cases and the Court's dockets are "public records, open to examination by an entity at reasonable times without charge." 11 U.S.C. § 107(a); *Anthracite Capital*, 492 B.R. at 170. Section 107(c)(1) provides a limited exception to that general rule. It states that:

> The bankruptcy court, for cause, may protect an individual, with respect to the following types of information to the extent the court finds that disclosure of such information would create undue risk of identity theft or other unlawful injury to the individual or the individual's property:

> (A) Any means of identification (as defined in section 1028(d) of title 18) contained in a paper filed, or to be filed, in a case under this title.
>
> (B) Other information contained in a paper described in subparagraph (A).

11 U.S.C. § 107(c)(1); *see also In re French*, 401 B.R. 295, 306 (Bankr. E.D. Tenn. 2003) (noting "that the sole purpose [of] § 107(c) was to establish public access to court documentation with very limited exceptions.") Section 1028(d) of title 18 provides a non-exhaustive list of personally identifiable information, including:

> (A) name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number;
>
> (B) unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation;
>
> (C) unique electronic identification number, address, or routing code; or
>
> (D) telecommunication identifying information or access device (as defined in section 1029(e)).

18 U.S.C. § 1028(d)(7). Bankruptcy Rule 1007(j) provides:

> On motion of a party in interest and for cause shown the court may direct the impounding of the lists filed under this rule, and may refuse to permit inspection by any entity. The court may permit inspection or use of the lists, however, by any party in interest on terms prescribed by the court.

FED. R. BANKR. P. 1007(j). These lists include schedules revealing the identities of all creditors, schedules of assets and liabilities, and statements of financial affairs. *Id*. 1007(b). Bankruptcy Rule 1007(j) permits the Court to protect information "from disclosure to competitors or others who might make inappropriate or unfair use of the information." 9 COLLIER ON BANKRUPTCY P 1007.10 (16th ed. 2022). By its terms, Bankruptcy Rule 1007(j) does not set forth the standard for an order impounding a list, nor does it explain when redaction rather than

wholesale sealing is appropriate. *In re Celsius Network LLC*, No. 22-10964, 2022 WL 4492928, at *10 (Bankr. S.D.N.Y. Sept. 28, 2022).

The Debtors carry the burden of showing there is a sufficient basis to overcome the presumption of ready access to legal records and public policy in favor of public access to court records. *See In re Food Mgmt. Grp., LLC*, 359 B.R. at 561. When, as here, the Debtors are seeking protection under section 107(c), they cannot meet their burden simply by speculating "that disclosure 'may,' as opposed to 'would' as the statutory language requires, create undue risk of identity theft or other unlawful injury." *In re Celsius Network LLC*, 2022 WL 4492928 at *10. However, "[s]ection 107(c) references 'risk,' and assessment of risk is forward looking. While a specific potential harm must be identified, the standard does not require evidence of injury having occurred in the past or under similar circumstances." *In re Motion Seeking Access to 2019 Statements*, 585 B.R. 733, 751 (D. Del. 2018) (citations omitted), *aff'd sub nom. In re A C & S Inc*, 775 F. App'x 78 (3d Cir. 2019).

Discussion

In the Motion, as modified by the Reply, the Debtors seek authority pursuant to section 107(c) of the Bankruptcy Code and Bankruptcy Rule 1007(j) to redact the following information from any paper filed with the Court and/or otherwise made publicly available by the Debtors and their Claims and Noticing Agent:

> (i) the home addresses and email addresses of Individual Non-Litigation Claimants and Equity Holders located in the US, Canada, the UK, and the EU; and
>
> (ii) the names, home addresses and email addresses of Individual Litigation Claimants located in the US, Canada, the UK, the EU and Australia.

Reply at 5–7. They contend such relief is warranted under section 107(c) and Rule 1007(j) because the disclosure of an individual's home address heightens that individual's risk of being a victim of

identity theft or stalking and intimate partner violence, and because the disclosure of an individual's status as an Individual Litigation Claimant could result in serious adverse repercussions to such individual. They also ask the Court to recognize and give effect to the Australian Court Order[21] and the GDPR. The Court considers those matters below.

Home Addresses and Email Addresses of Individual Non-Litigation Claimants and Equity Holders Located in the US, Canada, the UK, and the EU

The type of information protected from disclosure under section 107(c) includes information "that may be used, alone or in conjunction with other information to identify a specific individual." *In re Barbaran*, No. 06-00457-ELG, 2022 WL 1487066, at *4 (Bankr. D.D.C. May 9, 2022) (citing *In re Motions Seeking Access to 2019 Statements*, 585 B.R. at 748 (citing 18 U.S.C. § 1028(d))). Home addresses fall within that category of information, as it is taken as a "given" that they constitute personally identifiable information that is vital information to perpetrators of

[21] The Debtors filed the Motion and Reply while the Interlocutory Application was pending and before the Australian Court entered the Australian Court Order. The Australian Court entered its Reasons for Judgment on October 6, 2022. *See Notice of Order and Reasons for Judgment Entered by Federal Court of Australia*, ECF No. 381. In the Reply, the Debtors discussed the proceedings before the Australian Court (Reply ¶¶ 39-44) and advised that

> While it remains a matter for the Australian Court, it is hoped that the Australian Court will consider it appropriate to grant the Debtor Astora (a) use of the Additional Australian Litigation Claimants' contact information for the purpose of serving such individuals with the notice of commencement of Astora's chapter 11 case and (b) a limited permission to disclose the names and contact details of the Additional Australian Litigation Claimants in the Chapter 11 Case, in accordance with the Debtors' requested relief set forth in the chart above. Where the Australian Court requires additional limitations on the use or disclosure of the Additional Australian Litigation Claimants' information or additional protections for those individuals, the Debtor Astora will inform this Court and may make further application to this Court or the Australian Court as appropriate.

Id. ¶ 44. The Australian Court Order gives Astora the relief that the Debtors sought. Although the Debtors have not expressly requested that the Court recognize and give effect to the Australian Court Order, the Court finds that the Debtors have satisfactorily raised the issue, and it is therefore appropriate to engage in a comity analysis for the limited purpose of determining whether to grant redaction relief consistent with the Australian court's ruling. *CSL Australia Party Ltd. v. Britannia Bulkers PLC*, No. 08 Civ. 8290, 2009 WL 2876250, *3 (S.D.N.Y. Sept. 8, 2009) (noting that, in the bankruptcy context, the burden of establishing that international comity exists rests on the party asserting it, but the decision whether to grant international comity ultimately lies within the court's discretion); *cf. Maersk, Inc. v. Neewra, Inc.*, No. 05 Civ. 4356, 2008 WL 1986046, *2 (S.D.N.Y. May 7, 2008) (determining that a magistrate judge inappropriately raised the issue of international comity sua sponte in granting preclusive effect to a Kuwaiti judgment of $1,860,000).

identity theft, stalking, and intimate partner violence alike, and that publishing such information facilitates an identity thief's search for data and a stalker's or abuser's ability to find his or her target. *See, e.g.*, Hearing Transcript, *In re Art Van Furniture, LLC*, No. 20-10553 (Bankr. D. Del. Mar. 10, 2020) ("at this point and given the risks associated with having any kind of private information out on the internet, [redaction] has really become routine [and] I think obvious relief.") (ECF No. 82 at 25:13-16);[22] *see also* Hearing Transcript at 60:22–25, *In re Forever 21, Inc.*, No. 19-12122 (Bankr. D. Del. Dec. 19, 2019), ECF No. 605 ("We live in a new age in which the theft of personal identification is a real risk, as is injury to persons who, for personal reasons, seek to have their addresses withheld.").

Moreover, there is good reason for authorizing the Debtors to redact the home addresses and email addresses as requested herein, as the Debtors have demonstrated that the risks of identity theft, stalking, and intimate partner violence are real, not theoretical.[23] In a report dated January 2019, the Department of Justice's Bureau of Justice Statistics estimated that 10 percent of persons 16 years of age and over reported being a victim of identity theft during a 12-month period, with total losses equaling $17.5 billion.[24] Moreover, a report issued in November 2018 by the Centers for Disease Control found that approximately 16 percent of women and 5.8 percent of men are victims of stalking at some point in their lifetime, and approximately 1 in 3 people have

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[22] In that light, Chief Judge Sontchi noted that consideration of a request to redact under redactions under section 107(c) is not a "burden of proof" issue so "much as a common sense issue." Hearing Transcript at 25:6–7, *In re Art Van Furniture, LLC*, No. 20-10533 (Bankr. D. Del. Mar. 10, 2020), ECF No. 82.

[23] In *In re Windstream*, Judge Robert Drain of this Court noted that the consequences of releasing private information could be "very serious," and "[o]nce [private information is] out there, it's out there." Hearing Transcript at 88:6-12, 89:5-8, *In re Windstream Holdings, Inc.*, No. 19-22312 (Bankr. S.D.N.Y. Feb. 26, 2019). Likewise, in *GTT Commc'ns, Inc.*, my colleague Judge Michael Wiles noted that personally identifiable information, including addresses "has been misused in other cases, and I'll be darned if I'm going to let it be misused in one of mine." Hr'g Tr. at 78:12-19, *GTT Commc'ns., Inc.*, No. 21-11880 (Bankr. S.D.N.Y Nov. 4, 2021).

[24] *See* Erika Harrell, *Victims of Identity Theft, 2016*, 2019 BUREAU OF JUSTICE STATISTICS 1, https://www.bjs.gov/content/pub/pdf/vit16.pdf.

experienced violence and/or stalking by an intimate partner during their lifetime.[25] The Court can take judicial notice of the fact that identity theft is a world-wide problem. *See, e.g.*, Daniel F. Miller et al., *Negligence at the Breach: Information Fiduciaries and the Duty to Care for Data*, 54 CONN. L. REV. 105 (2022); *see also In re Celsius Network, LLC*, 2022 WL 4492928 at *12–13 (extending relief under section 107(c) to individuals located in the US, European Economic Area ("EEA"), and UK); *Cox v. City of Charleston*, 250 F. Supp. 2d 582, 591 (D.S.C. 2003) ("Moreover, this court can take judicial notice that identity theft is an increasing worldwide problem").

The Court finds that the Debtors have demonstrated cause under section 107(c) of the Bankruptcy Code to redact the home addresses and email addresses of Individual Non-Litigation Claimants and Equity Holders located in the US, Canada, the UK, and the EU from any paper filed with the Court and/or otherwise made publicly available by the Debtors and their Claims and Noticing Agent and instead, (x) notate "Address on File" (Individual Equity Holders, Vendors and Contract Counterparties), (y) notate the Debtors' address of service (Former Employees), and (z) notate the individual's applicable business address (Current Employees). In addition, the Debtors will (i) provide unredacted filings to the Court, the UST, the UCC, the OCC and any other party designated by further order of the Court; (ii) provide any other party in interest unredacted filings upon request made to the Debtors that the Debtors determine in good faith is reasonably related to the Chapter 11 Cases; and (iii) provide five (5) days' advance notice to the UST, the UCC, and the OCC, prior to determining whether to deny or grant any request for such unredacted filing.

[25] *See* SHARON G. SMITH ET AL., CDC, NATIONAL INTIMATE PARTNER AND SEXUAL VIOLENCE SURVEY: 2015 DATA BRIEF—UPDATED RELEASE 5–6 (Nov. 2018). A copy of the report is annexed as Exhibit K to the Reply.

Names, Home Addresses and Email Addresses of Individual Litigation
Claimants Located in the US, Canada, the UK, the EU and Australia.

The Court recognizes that the right of public access to judicial records gives rise to a "strong presumption and public policy in favor of public access to court records." *In re Borders Grp.*, 462 B.R. at 46. But that right is not absolute. The court may protect private information in a judicial record upon an appropriate showing that the privacy interests outweigh the presumption of public access to the information and the judicial efficiencies realized through its use. Factors that courts consider in doing that test include:

> [T]he type of record requested, the information it does or might contain, the potential for harm in any subsequent nonconsensual disclosure, the injury from disclosure to the relationship in which the record was generated, the adequacy of safeguards to prevent unauthorized disclosure, the degree of need for access, and whether there is an express statutory mandate, articulated public policy, or other recognizable public interest militating toward access.

In re Crawford, 194 F.3d 954, 959 (9th Cir. 1999).

It is self-evident that "[i]ndividuals have privacy interests in their medical records." *In re Motions Seeking Access to 2019 Statements,* 585 B.R. at 752. The need to preserve those privacy interests is uniquely significant in "opioid" cases like these Chapter 11 Cases. The anecdotal evidence clearly demonstrates that Opioid PI Claimants, including those suffering from opioid use disorder ("OUD"), confront repercussions every day as a result of their affliction with OUD, since illicit drug use disorders are more likely to be viewed as a personal choice or a sign of weakness or "bad character." OCC Statement ¶ 3. "People with opioid use disorders are often perceived as dangerous and unpredictable, subject to high levels of social exclusion and may be considered unworthy of receiving government assistance with food or housing." Ali Cheetham et al., *The*

Impact of Stigma on People with Opioid Use Disorder, Opioid Treatment, and Policy, 13 SUBSTANCE ABUSE & REHAB. Jan. 25, 2022, at 1.[26]

Moreover, as the OCC contends, the societal reaction—potentially leading to loss of jobs or housing situations—associated with being publicly revealed as suffering from OUD (or having loved ones who have died from opioid overdose) remains both a real and credible risk that many Opioid PI Claimants must consider in determining whether to participate in the Chapter 11 Cases. OCC Statement ¶ 3. The risk is particularly acute for mothers of children either diagnosed with NAS or presenting conditions associated with maternal opioid use.[27] That is because multiple states have enacted laws requiring the reporting of NAS diagnoses,[28] as well as instituting civil penalties for the use of opioids, among other drugs, during pregnancy.[29] Although Individual

[26] The United States Food and Drug Administration (the "FDA") reported that, in an FDA meeting with individuals suffering from OUD, "[m]ost participants shared experiencing stigma due to OUD. . . . A few participants also discussed the impact of stigma when securing housing or pursuing career opportunities due to criminal convictions on their record." CENTER FOR DRUG EVALUATION & RESEARCH, U.S. FOOD & DRUG ADMIN., THE VOICE OF THE PATIENT: OPIOID USE DISORDER 9 (2018), https://www.fda.gov/media/124391/download.

[27] *See* Rebecca Stone, *Pregnant Women and Substance Use: Fear, Stigma and Barriers to Care*, 3 HEALTH & J., Feb. 12, 2015, at 3 ("Contrary to claims that arresting and prosecuting pregnant women will encourage them to desist from substance use and thus improve maternal and fetal health, fear of detection and punishment presents a significant barrier to care for mothers and pregnant women. Women have reported that they delayed or avoided prenatal care altogether out of fear of punishment . . . ."); Andrea Weber et al., *Substance Use in Pregnancy: Identifying Stigma and Improving Care*, SUBSTANCE ABUSE & REHAB., Nov 23, 2021, at 113 ("Several studies have found that laws criminalizing substance use in pregnancy do not achieve intended outcomes (reduced substance use in pregnancy and reduced neonatal withdrawal syndromes) but rather people delay or avoid seeking prenatal care and substance use treatment altogether, due to fear of punishment such as involvement with [the child welfare system], loss [of] parental rights, or incarceration.").

[28] *See, e.g.*, GA. CODE ANN. § 31-12-2 ("The [Georgia Department of Public Health] shall require notice and reporting of incidents of neonatal abstinence syndrome. A health care provider, coroner, or medical examiner, or any other person or entity the department determines has knowledge of diagnosis or health outcomes related, directly or indirectly, to neonatal abstinence syndrome shall report incidents of neonatal abstinence syndrome to the department."); 12 VA. ADMIN. CODE § 5-90-80(E) (Within one month of diagnosis, "[n]eonatal abstinence syndrome shall be reported by physicians and directors of medical care facilities when a newborn has been diagnosed with neonatal abstinence syndrome, a condition characterized by clinical signs of withdrawal from exposure to prescribed or illicit drugs" through the state health department's "online Confidential Morbidity Report portal").

[29] *See State Laws and Policies: Substance Use During Pregnancy*, GUTTMACHER INST. (Aug. 1, 2022), https://www.guttmacher.org/state-policy/explore/substance-use-during-pregnancy ("24 states and the District of Columbia consider substance use during pregnancy to be child abuse under civil child-welfare statutes, and 3 consider it grounds for civil commitment.").

Litigation Claimants in the UK, Canada and EU, and the Named Individual Australian Litigation Claimants may not face civil penalties under local laws like those confronting the US Opioid PI Claimants, the disclosure of their names, including the names of the Surgical Mesh PI Claimants is every bit as prejudicial to those claimants. That is because in filing claims in these Chapter 11 Cases, those claimants necessarily would identify themselves as Opioid PI Claimants or Surgical Mesh PI Claimants and in doing so, run the risk of prejudice and embarrassment associated with being holders of such claims. Those factors clearly weigh against the unfettered disclosure of the identities of the Individual Litigation Claimants. So does the fact that such disclosure is not necessary to the orderly operation of these cases. As modified, the Motion is narrowly tailored to ensure that parties' ability to communicate with others is minimally affected while creating safeguards to limit personally identifiable information from becoming public.

"Under § 107(c), a bankruptcy court can deny access to even a person's name when that name appears in a filing that would necessarily associate them with an unfavorable medical condition." *In re Motions Seeking Access to 2019 Statements,* 585 B.R. at 752; *see also In re L.K.*, No. 05-13887, 2009 WL 1955455, at *2 (Bankr. E.D.N.Y. July 6, 2009) (redacting a debtor's full name and using initials under 11 U.S.C. § 107(b)(2) (limiting disclosure of scandalous matters) where an adversary proceeding contained medical and mental-health information). It is an

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The OCC also cites an online news article that asserts there are "dozens of states with laws on the books that criminalize drug use during pregnancy." Emma Coleman, *Many States Prosecute Pregnant Women for Drug Use. New Research Says That's a Bad Idea*, ROUTE FIFTY (Dec. 5, 2019), https://www.route-fifty.com/health-human-services/2019/12/pregnant-women-drug-use/161701/. For that claim, the article relies on a statistical analysis of a proposed correlation between NAS and the "punitive" policies (including reporting laws) described in the Guttmacher Institute report, *supra*, which found that the punitive policies "were not associated with a reduction in NAS rates, and in fact, these policies may have been associated with an increase in rates of NAS." Laura J. Faherty, MD, MPH, MS et al., *Association of Punitive and Reporting State Policies Related to Substance Use in Pregnancy with Rates of Neonatal Abstinence Syndrome*, JAMA NETW. OPEN (Nov. 13, 2019), https://jamanetwork.com/journals/jamanetworkopen/fullarticle/2755304?utm_source=For_The_Media&amp%3butm_medium=referral&amp%3butm_campaign=ftm_links&amp%3butm_term=111319. While the characterization of civil child-welfare laws as criminal is not strictly accurate, the Court appreciates the arguments that punitive NAS policies can serve as a disincentive for mothers to file opioid claims, and that such punitive NAS policies (particularly reporting laws) may conceivably imply the threat of prosecution under separate, broader criminal statutes.

understatement to say that in identifying the Individual UK/EU/Canadian Litigation Claimants and the Named Individual Australian Litigation Claimants in filed documents, the Debtors will be associating them with an "unfavorable medical condition." For that reason, and because in this case, there is no need for proving unfettered access to the contact information of the Individual Litigation Claimants, the Court finds that the Debtors have demonstrated grounds under section 107(c) to redact the names, home addresses and email addresses of the Individual Litigation Claimants located in the US, the UK, Canada and the EU, and of the Named Individual Australian Litigation Claimants from any paper filed with the Court and/or otherwise made publicly available by the Debtors and their Claims and Noticing Agent.

There is an additional ground for granting such relief. In publishing the names of those claimants, the Debtors will heighten the risk to them of identity theft. *See Attias v. CareFirst, Inc.*, 865 F.3d 620, 628 (D.C. Cir. 2017) (describing the risk of medical information disclosures leading to "'medical identity theft' in which a fraudster impersonates the victim and obtains medical services in her name"); *see also* Gregory S. Gaglione, *The Equifax Data Breach: An Opportunity to Improve Consumer Protection and Cybersecurity Efforts in America*, 67 BUFF. L. REV. 1133, 1181 n.257 (2019) (noting that medical identity theft "can cause the victim to receive improper medical care, have his or her medical insurance depleted, become disqualified for health or life insurance, or even become disqualified for some jobs"). As the Debtors noted, publishing a list of claimants' names in a searchable format would further compound the risk of identity theft, since that format would render the claimants' information more susceptible to data mining. *See* Paul G. Stiles & Michael A. Fitts, *Research and Confidentiality: Legal Issues and Risk Management Strategies*, 17 PSYCH. PUB. POL. & L. 333, 337, 381 n.81 (2011) (noting that large data sets can be vulnerable "to data mining efforts for the purpose of identity theft").

Accordingly, pursuant to section 107(c), the Court authorizes the Debtors to redact the names, home addresses, and email addresses of the Individual Litigation Claimants located in the US, Canada, EU, and UK and of the Named Individual Australian Litigation Claimants from any paper filed with the Court and/or otherwise made publicly available by the Debtor and the Claims and Noticing Agent, and to notate instead "Name on File" and "Address on File." In addition, the Debtors will (i) provide unredacted filings to the Court, the UST, the UCC, the OCC, and any other party designated by further order of the Court; (ii) provide any other party in interest unredacted filings upon request made to the Debtors that the Debtors determine in good faith is reasonably related to the Chapter 11 Cases; (iii) with respect to any requests concerning opioid litigation claimants' redacted information, the Debtors shall consult with the OCC, prior to determining whether to deny or grant such request; and (iv) provide five (5) days' advance notice to the UST, the UCC, and the OCC, prior to determining whether to deny or grant any request for such unredacted filing.

Application of the GDPR

Having determined that the home addresses and email addresses of Individual Non-Litigation Claimants and Equity Holders located in the US, Canada, the UK, and the EU and the names, home addresses and email addresses of Individual Litigation Claimants located in the US, Canada, the UK, the EU are protected from disclosure under section 107(c) of the Bankruptcy Code, the Court need not, and will not, consider whether to give effect to the GDPR and apply it in these Chapter 11 Cases.[30]

[30] In *In re Celsius Network LLC*, 2022 WL 4492928, Chief Judge Martin Glenn considered whether to apply the UK GDPR and the EU GDPR in that chapter 11 case. In that case, the debtors ran an online platform wherein their customers could deposit different types of cryptocurrency assets into accounts associated with their email addresses, as opposed to the industry standard of assigning account numbers. The debtors sought leave under section 107 of the Bankruptcy Code to redact the following information from any paper filed with the Court:

The Court Will Extend Comity to the Australian Court Order

The Supreme Court has held that a foreign judgment should not be challenged in the US if the foreign forum provides: "[A] full and fair trial abroad before a court of competent jurisdiction, conducting the trial upon regular proceedings, after due citation or voluntary appearance of the defendant, and under a system of jurisprudence likely to secure an impartial administration of justice between the citizens of its own country and those of other countries, and there is nothing to show either prejudice in the court, or in the system of laws under which it [is] sitting . . . ." *Hilton v. Guyot*, 159 U.S. 113, 202–03 (1895); *see also In re Bd. of Dirs. of Hopewell Int'l Ins. Ltd.*, 238 B.R. 25, 60, 66–68 (Bankr. S.D.N.Y. 1999), *aff'd*, 275 B.R. 699 (S.D.N.Y. 2002) (concluding that comity should be accorded to foreign court orders as long as "it is shown that the foreign court is a court of competent jurisdiction, and that the laws and public policy of the forum state and the

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> (i) the home addresses and email addresses of any citizens of the US located in the US, including the Debtors' employees, individual shareholders, and individual customers, and
>
> (ii) the names, home addresses, and email addresses of any citizens of the UK or EEA member countries and any individual whose citizenship is unknown

Id. at *10. The Court rejected the debtors' contention that the home addresses and email addresses of their individual customers was commercial information under section 107(b)(1) of the Bankruptcy Code but authorized the redaction of such information for individual customers worldwide under section 107(c)(1) of the Code. In so ruling, Judge Glenn found that the debtors had demonstrated that "[s]uch information, in combination with [the customers'] names, could make individual account holders more vulnerable to identify theft and render account holders' crypto assets more susceptible to criminal theft." *Id.* at *13. He also found that the debtors had demonstrated that the public disclosure of the home addresses and email addresses of certain employees, directors, and officers would create undue risk of unlawful injury under section 107(c). *Id.* at *11–13. However, the Court found that standing alone, the disclosure of the names of the debtors' employees, individual shareholders, and individual customers did not create undue risk of unlawful injury to them for purposes of section 107(c). *Id.* at *12. In that light, Judge Glenn denied the debtors' request to redact the names of individual creditors located in the US and abroad. In so ruling, the Court "remain[ed] unconvinced, beyond speculation, that the disclosure of names alone (without email or physical addresses) presents an imminent risk of harm." *Id.* at *14. Moreover, the Court found no justification for affording greater protection to individuals in the EU and UK under the UK GDPR and the EU GDPR, than that afforded to their counterparts in the US. *Id.* at * 13 ("Ultimately, the Debtors provide no legal authority explicitly dictating why the UK GDPR and the EU GDPR should apply to the bankruptcy cases of the Debtors filed in the United States, or specifically, why the foreign laws would take precedence in a situation where United States law requires the disclosure of the information."). In contrast to *Celsius,* here the Court does not need to reach the issue of the applicability of the GDPR, because the Court has determined that application of section 107(c) of the Bankruptcy Code protects the disclosure of the names of the Individual UK/EU Litigation Claimants.

rights of its residents will not be violated" (quoting *In re Gee*, 53 B.R. 891, 901 (Bankr. S.D.N.Y. 1985))). In *Hilton*, the Supreme Court made clear that deference to a foreign court under principles of comity contemplates a clear and formal record:

> the foreign judgment appears to have been rendered by a competent court, having jurisdiction of the cause and of the parties, and upon due allegations and proofs, and opportunity to defend against them, and its proceedings are according to the course of a civilized jurisprudence, and are stated in a clear and formal record . . . unless some special ground is shown for impeaching the judgment, as by showing that it was affected by fraud or prejudice, or that, by the principles of international law, and by the comity of our own country, it should not be given full credit and effect.

Hilton v. Guyot, 159 U.S. at 113; *see also Lloyd v. Am. Exp. Lines, Inc.*, 580 F.2d 1179, 1189 (3d Cir. 1978) ("The test of acceptance . . . of foreign judgments for which domestic recognition is sought, is whether the foreign proceedings accord with civilized jurisprudence, and are stated in a clear and formal record.").

The Debtors filed the Australian Court Order and Reasons for Judgment, which establish a clear and formal record, that is consistent with the relevant factors and favors granting comity. The proceedings took place in the Federal Court of Australia, a competent court with jurisdiction of the cause and parties. The record demonstrates that the Australian Court's "proceedings are according to the course of a civilized jurisprudence and are stated in a clear and formal record." *In re PT Bakrie Telecom Tbk*, 628 B.R. 859, 879 (Bankr. S.D.N.Y. 2021). For example, in making its ruling, the Australian Court reviewed applicable US law and carefully outlined Australian legal principles that permit the Australian Court to use its discretion to release a party from the implied undertaking. *See* Reasons for Judgment ¶¶ 17–18, 24–27. Before granting the relief, the Australian Court also considered whether the individuals whose personal information was at stake would want to get notice of the Chapter 11 Cases. In concluding that they would, the Australian

Court determined that the creditors would be likely to accept the inclusion of their names in the list of creditors. *Id.* at ¶ 32.

Furthermore, granting comity to the Australian Court Order would not offend the public policies underlying the Bankruptcy Code. The record demonstrates that there are significant similarities between the US and Australian proceedings. Specifically, both countries' insolvency proceedings require notification to creditors, as well as the compilation of a list of creditors. The Australian Court observed, "[t]he closest Australian equivalent to a US Chapter 11 proceeding is voluntary administration," in which a voluntary administrator is appointed to oversee the bankruptcy. That administrator is required "to give notice of the existence of the administration, the rights as creditors, and creditors' meetings to as many of the company's creditors as reasonably practicable." Reasons For Judgment, ¶ 75. Additionally, the directors of a company are required to list all the company's creditors in a report to the administrator, which the administrator must then lodge with the Australian securities commission. *Id.* ¶ 76. The Australian Court noted that, because no external administrator is appointed under chapter 11, the company itself "has obligations in the US to notify creditors and to file a list of creditors that are analogous to an Australian voluntary administrator's duty to notify creditors and the company directors' obligations to prepare a [report], which the voluntary administrator then lodges with [the securities commission]." *Id.* ¶ 77. In sum, the Australian Court determined that there are "closely analogous obligations in Australia and the US" and thus concluded that it was appropriate for the Australian Court to cooperate with Astora's request "to comply with its US Chapter 11 obligations without breaching Australian privacy legislation." *Id.* ¶ 78. Accordingly, the Australian court has clearly expressed that American and Australian insolvency proceedings both contain important

notification requirements for the benefit of creditors, and its decision was made in accordance with that shared public policy. *See In re PT Bakrie Telecom Tbk*, 628 B.R. at 878.

At the crux of the matter, the Australian Court Order directly advances the privacy protections afforded by Section 107(c). The Australian Court reasoned that "Australian creditors of Astora would be likely to accept the inclusion of their names in the list of [chapter 11] creditors, noting that their names would be redacted in the public documents and held in confidence by those persons entitled to receive the unredacted versions." Reasons For Judgment, ¶ 32. However, it went on to reason, "Given the inherently personal nature of a date of birth and the ever-present risk of this information becoming the subject of identity theft [the Australian Court] determined that this information, together with information of height, weight and [Australian] Medicare numbers must not be included in any information disclosed for the Permitted Purposes." *Id.* ¶ 79. The Australian Court Order and Reasons for Judgment provide essentially the same relief this Court has granted to the EU and UK Surgical Mesh PI Claimants under Section 107(c). The Australian Court specifically considered the same protection against identity theft that Congress has enshrined in statute. *Cf.* 11 U.S.C. § 107(c) ("The bankruptcy court, for cause, may protect an individual, with respect to the following types of information to the extent the court finds that disclosure of such information would create undue risk of identity theft.") Likewise, the concern about the "inherently personal nature" of the restricted information mirrors the aforementioned American privacy interest in medical information, which is protected under Section 107(c). *In re Motion Seeking Access to 2019 Statements*, 585 B.R. at 752. Consistent with the foregoing, absent the Australian Court Order, this Court would grant essentially the same relief, requiring redaction of individual litigants' names under Section 107(c) in the ground that names would allow the public to infer that individual Astora claimants had received pelvic mesh implants. *See id.*

The only differences between the Australian Court Order and the relief this Court grants to the Individual Litigation Claimants in the EU and UK are the Australian Court's restriction on the disclosure of the contact information of the Additional Individual Australian Litigation Claimants to the OCC, and the restriction on the use of certain biographical information and Australian Medicare numbers. The Australian Court reasoned that, because none of the Astora creditors "have any claims based on the production of opioid based pain medication because they were not products manufactured or distributed by Astora," the OCC does not need to receive disclosure of those creditors' information. Reasons For Judgment, ¶ 80. That reasoning accords with the relevant American privacy interests. *See In re Motion Seeking Access to 2019 Statements*, 585 B.R. at 752. As for dates of birth, height, weight, and Australian Medicare numbers, the Australian Court properly reasoned that dissemination of that information might facilitate identity theft. *Cf.* 11 U.S.C. § 107(c). Moreover, no party has sought that information in these proceedings, and it does not bear on the issue of creditor notification. Thus, the Australian restrictions on the uses of personally identifiable information are proper and warrant the extension of comity.

As a final matter, the Australian decision was not fraudulently obtained, and the record contains nothing even remotely suggesting fraud. The Court finds that all the requirements for extending comity to the Australian Court Order are met here, and therefore the contact information of the Additional Individual Australian Litigation Claimants should be redacted consistent with that order. For the avoidance of doubt, the Additional Individual Australian Litigation Claimants' personally identifiable information may be used only in: (i) providing notice in this case; (ii) preparing any list of creditors and any documents to be filed in the Bankruptcy Court "in which any information contained in such documents which is sourced from the Australian Documents shall be redacted"; and (iii) providing unredacted copies to the Bankruptcy Court, the UST, and

the UCC, provided that date of birth, height, weight, and Australian Medicare numbers are not disclosed in any information. Australian Court Order ¶ 1(a)–(d). For purposes of redacting any list of creditors or any documents to be filed in this Court, the Debtors shall redact the Additional Individual Australian Litigation Claimants' contact information consistent with the redactions that the Court has authorized herein for the Individual Litigation Claimants.

To summarize, the Court GRANTS the Motion and, pursuant to section 107(c) of the Bankruptcy Code and Bankruptcy Rule 1007(j), authorizes the Debtors as follows:

> To redact the home addresses and email addresses of Individual Non-Litigation Claimants and Equity Holders located in the US, Canada, the UK, and the EU from any paper filed with the Court and/or otherwise made publicly available by the Debtors and their Claims and Noticing Agent and instead,
>
> > (x) notate "Address on File" (Individual Equity Holders, Vendors and Contract Counterparties),
> >
> > (y) notate the Debtors' address of service (Former Employees), and
> >
> > (z) notate the individual's applicable business address (Current Employees).
>
> In addition, the Debtors will (i) provide unredacted filings to the Court, the UST, the UCC, the OCC and any other party designated by further order of the Court; (ii) provide any other party in interest unredacted filings upon request made to the Debtors that the Debtors determine in good faith is reasonably related to the Chapter 11 Cases; and (iii) provide five (5) days' advance notice to the UST, the UCC, and the OCC, prior to determining whether to deny or grant any request for such unredacted filing.
>
> To redact the names, home addresses, and email addresses of the Individual Litigation Claimants located in the US, Canada, EU, and UK, and the Named Individual Australian Litigation Claimants, from any paper filed with the Court and/or otherwise made publicly available by the Debtor and the Claims and Noticing Agent, and to notate instead "Name on File" and "Address on File." In addition, the Debtors will (i) provide unredacted filings to the Court, the UST, the UCC, the OCC, and any other party designated by further order of the Court; (ii) provide any other party in interest unredacted filings upon request made to the Debtors that the Debtors determine in good faith is reasonably related to the Chapter 11 Cases; (iii) with respect to any requests concerning Opioid Litigation Claimants' redacted information, the Debtors shall consult with the OCC, prior to determining

> whether to deny or grant such request; and (iv) provide five (5) days' advance notice to the UST, the UCC, and the OCC, prior to determining whether to deny or grant any request for such unredacted filing.
>
> To redact the names, home addresses, and email addresses of the Additional Individual Australian Litigation Claimants from any paper filed with the Court and/or otherwise made publicly available by the Debtor and the Claims and Noticing Agent, and to notate instead "Name on File" and "Address on File." In addition, the Debtors will provide unredacted filings to the Court, the UST, and the UCC, except that those filings shall not include the date of birth, height, weight, and Medicaid Numbers of the Additional Individual Australian Litigation Claimants.

Withholding Publication of Certain Proofs of Claims

> In the Motion, the Debtors also requests the following form of relief:
>
> In the event that it is determined that there will be recovery available for general unsecured creditors, the Debtors intend to seek a Bar Date Order that would, among other things, approve a tailored individual claim form and specific procedures designed to prevent the unintentional disclosure of . . . sensitive information. To avoid inadvertent disclosure of such information in any proofs of claim that may be filed by individuals before entry of any Bar Date Order, the Debtors also respectfully request that the Claims and Noticing Agent be authorized to (a) withhold publication of claims filed by individuals until entry of any Bar Date Order . . . *provided* that such proofs of claims . . . shall, upon request, be provided under seal to the Court, the U.S. Trustee, counsel to any official committee appointed in the Chapter 11 Cases, and any other party designated by further order of the Court, as appropriate.

Motion ¶ 25. The UST responded to this requested relief in a footnote, expressly reserving its rights "with respect to the Debtors' bar date motion." UST Obj. at 8 n.3. The UST did not specifically respond to the Motion's request to withhold publication of individuals' proofs of claims. *Id.*

> The Debtors' Reply also refers to this contingent relief in a slightly modified fashion:
>
> Separately, in the event that the Debtors seek entry of an order establishing deadlines for filing proofs of claim and granting related relief (the "Bar Date Order"), the Debtors intend to seek approval of a tailored individual claim form and specific procedures designed to prevent the unintentional disclosure of sensitive personal health information. To avoid inadvertent disclosure of such information in any proofs of claim that may be filed by personal injury claimants before entry of any Bar Date Order, the Debtors respectfully request that the Debtors' claims

> and noticing agent . . . be authorized to withhold publication of claims filed by such claimants until entry of any Bar Date Order. The Debtors will provide unredacted proofs of claim to the Court, the U.S. Trustee, the OCC, the UCC, and any other party designated by further order of the Court.

Reply ¶ 6.

The Court grants the Debtors' request to withhold publication of individuals' proofs of claims to prevent the inadvertent disclosure of personally identifiable information, until such time as any bar date order is entered. Subject to terms of this Memorandum Decision and Order, the Debtors will provide unredacted versions of the proofs of claim to the Court, the UST, Trustee, the OCC, and the UCC.

Conclusion

The Court GRANTS the Motion to the extent set forth herein.

IT IS SO ORDERED.

Dated: New York, New York
November 2, 2022

/s/ *James L. Garrity, Jr.*
Hon. James L. Garrity, Jr.
U.S. Bankruptcy Judge

SCHEDULE B
FINAL CASH COLLATERAL ORDER

[Attached]

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**
	Related Docket Nos. 17, 98, 488, 499

AMENDED FINAL ORDER (I) AUTHORIZING DEBTORS TO USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES; (III) MODIFYING AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**") of the above-referenced debtors, as debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Cases**"), pursuant to sections 105, 361, 362, 363, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 4001-2 and 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the "**Local Rules**"), seeking, among other things:

(a) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, 503 and 507 of the Bankruptcy Code to (i) use cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code, and all other Prepetition Collateral (as defined below), solely in accordance with the terms of this final order (together with all annexes and exhibits hereto, the "**Final Order**"), and (ii) grant adequate protection to the Prepetition Secured Parties (as defined below) as set forth herein;

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[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.

(b) modification of the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Final Order;

(c) except to the extent of the Carve Out (as defined herein), the waiver of all rights to surcharge any Prepetition Collateral or Collateral (as defined herein) under section 506(c);

(d) to the extent set forth herein, for the "equities of the case" exception under Bankruptcy Code section 552(b) to not apply to any of the Prepetition Secured Parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or Collateral under section 552(b) of the Bankruptcy Code or any other applicable principle of equity or law;

(e) waiver of any applicable stay with respect to the effectiveness and enforceability of this Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and

(f) granting related relief;

and the interim hearing having been held by the Court on August 18, 2022 (the "**Interim Hearing**") and a final hearing having been held by the Court on October 19, 2022 (the "**Final Hearing**"); pursuant to Bankruptcy Rule 4001 and Local Rules 4001-2 and 9013-1, notice of the Motion and the relief sought therein having been given by the Debtors as set forth in this Final Order; and the Court having considered the *Declaration of Mark Bradley in Support of Chapter 11 Petitions and First Day Papers* (the "**Declaration**") and *Declaration of Ray Dombrowski in Support of Debtors' Motion for Interim and Final Orders pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 364 (I) Authorizing Use of Cash Collateral, (II) Granting Adequate Protection, (III) Scheduling a Final Hearing and (IV) Granting Related Relief*, the Approved Budget (as defined herein), offers of proof, evidence adduced, and the statements of counsel at the Interim Hearing and the Final Hearing; and the Court having considered the final relief requested in the Motion, and it appearing to the Court that granting the relief sought in the Motion on the terms and conditions herein contained is necessary and essential to enable the Debtors to preserve the value of the Debtors' businesses and assets and that such relief is fair and reasonable and that entry of

this Final Order is in the best interest of the Debtors and their respective estates and creditors; and due deliberation and good cause having been shown to grant the relief sought in the Motion;

IT IS HEREBY FOUND AND DETERMINED THAT:[2]

A. ***Petition Date***. On August 16, 2022 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the "**Court**").

B. ***Debtors in Possession***. Each Debtor has continued with the management and operation of its respective businesses and properties as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the chapter 11 cases.

C. ***Jurisdiction and Venue***. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.). Venue for these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. ***Committees***. On September 2, 2022 the United States Trustee (the "**U.S. Trustee**") for the Southern District of New York appointed, pursuant to section 1102 of the Bankruptcy Code: (a) an official committee of unsecured creditors in these Cases (the "**Unsecured Creditors Committee**"); and (b) an official committee of holders of opioid claims (the "**Official Committee of Opioid Claimants**" and, together with the Unsecured Creditors Committee, the "**Committees**" and each a "**Committee**").

[2] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

E. ***Debtors' Stipulations*** . Subject only to the rights of parties in interest specifically set forth in this Final Order (including in paragraph 19 of this Final Order, subject to the limitations thereon contained in such paragraph), the Debtors admit, stipulate and agree that (collectively, paragraphs E.1 through E.5 below are referred to herein as the "**Debtors' Stipulations**"):

1. *First Lien Facilities.*

(a) *First Lien Loans.*

i. Under that certain Credit Agreement, dated as of April 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including, without limitation, by that certain Amendment and Restatement Agreement, dated as of March 25, 2021, the "**Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral Documents and each other Loan Document (each as defined in the Credit Agreement) executed in connection therewith, the "**Credit Documents**"), among Endo International PLC ("**Parent**"), Endo Luxembourg Finance Company I S.à r.l. ("**Lux Borrower**"), Endo LLC ("**Co-Borrower**" and, together with Lux Borrower, the "**Borrowers**"), JPMorgan Chase Bank, N.A., as administrative agent (in such capacity as the "**Administrative Agent**"), issuing bank (in such capacity, the "**Issuing Bank**") and swingline lender and the lenders from time to time party thereto (such lenders immediately prior to the date hereof, the "**Prepetition First Lien Lenders**" and, together with the Administrative Agent, Issuing Bank, First Lien Collateral Trustee (as defined below), and each of the other Secured Parties (as defined in the Credit Agreement), the "**Prepetition First Lien Loan Secured Parties**"), certain of the Prepetition Loan Parties (as defined below) borrowed loans thereunder (the "**Prepetition First Lien Loans**") in the total aggregate principal amount outstanding of $2,259,400,000.00. As used herein, the "**Prepetition Loan Parties**" shall mean,

collectively, Parent, Lux Borrower, Co-Borrower, and other Loan Parties (as defined in the Credit Agreement).

ii. As of the Petition Date, the Prepetition Loan Parties were jointly and severally indebted to the Prepetition First Lien Loan Secured Parties pursuant to the Credit Documents, without objection, defense, counterclaim, or offset of any kind, (w) in the aggregate principal amount of not less than $277,200,000 on account of outstanding Revolving Loans (as defined in the Credit Agreement), (x) in the aggregate principal amount of not less than $1,975,000,000 on account of Term Loans (as defined in the Credit Agreement), (y) in the aggregate principal amount of not less than $7,234,457.85 on account of outstanding LC Exposure (as defined in the Credit Agreement) *plus* (z) in the case of each of the preceding clauses (w), (x), and (y), accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, in each case pursuant to the terms of the Credit Agreement and all other Obligations (as defined in the Credit Agreement) owing under or in connection with the Credit Documents (clauses (w), (x), (y), and (z), collectively, the "**Prepetition First Lien Secured Loan Indebtedness**").

(b) *First Lien Notes*.

i. Under that certain Indenture, dated as of April 27, 2017 (the "**5.875% Notes Indenture**" and, together with all other related documents, instruments, and agreements, in each case as supplemented, amended, restated, or otherwise modified from time to time, the "**5.875% Notes Documents**"), for the 5.875% Senior Secured Notes due 2024 (the

"**5.875% Notes**"), by and among Endo Designated Activity Company ("**Endo DAC**") Endo Finance LLC ("**Endo Finance**") and Endo Finco Inc. ("**Endo FinCo**"), as issuers (collectively, the "**5.875% Notes Issuers**"), each of the guarantors party thereto (the "**5.875% Notes Guarantors**"), and Computershare Trust Company, National Association, as trustee (in such capacity and including any predecessors and successors thereto, the "**5.875% Notes Indenture Trustee**" and, together with the holders of 5.875% Notes and the First Lien Collateral Trustee, the "**5.875% Notes Secured Parties**"), certain of the Prepetition 5.875% Note Parties (as defined herein) issued notes in the total aggregate principal amount outstanding of $300,000,000. As used herein, the "**Prepetition 5.875% Note Parties**" shall mean, collectively, Endo DAC, Endo Finance, Endo FinCo, and the 5.875% Notes Guarantors.

ii. Under that certain Indenture, dated as of March 28, 2019 (the "**7.500% Notes Indenture**" and, together with all other related documents, instruments, and agreements, in each case as supplemented, amended, restated, or otherwise modified from time to time, the "**7.500% Notes Documents**"), for the 7.500% Senior Secured Notes due 2027 (the "**7.500% Notes**"), by and among Par Pharmaceuticals, Inc., ("**Par Pharma**") as issuer (the "**7.500% Notes Issuer**"), each of the guarantors party thereto (the "**7.500% Notes Guarantors**"), and Computershare Trust Company, National Association, as trustee (in such capacity and including any predecessors and successors thereto, the "**7.500% Notes Indenture Trustee**" and, together with the holders of 7.500% Notes and the First Lien Collateral Trustee, the "**7.500% Notes Secured Parties**"), certain of the Prepetition 7.500% Note Parties (as defined herein) issued notes in the total aggregate principal amount outstanding of $2,015,479,000. As used herein, the "**Prepetition 7.500% Note Parties**" shall mean, collectively, Par Pharma and the 7.500% Notes Guarantors.

iii. Under that certain Indenture, dated as of March 25, 2021 (the "**6.125% Notes Indenture**" and, together with all other related documents, instruments, and agreements, in each case as supplemented, amended, restated, or otherwise modified from time to time, the "**6.125% Notes Documents**"; the 5.875% Notes Indenture, the 7.500% Notes Indenture, and the 6.125% Notes Indenture, collectively, the "**First Lien Indentures**"; and the 5.875% Notes Documents, the 7.500% Notes Documents, and the 6.125% Notes Documents, collectively, the "**First Lien Notes Documents**"), for the 6.125% Senior Secured Notes due 2029 (the "**6.125% Notes**" and together with the 5.875% Notes and the 7.500% Notes, the "**First Lien Notes**"), by and among Lux Borrower and Endo U.S. Inc. ("**Endo US**"), as issuers (collectively, in such capacities, the "**6.125% Notes Issuers**" and, together with the 5.875% Notes Issuers and the 7.500% Notes Issuer, the "**First Lien Notes Issuers**"), the guarantors party thereto (the "**6.125% Notes Guarantors**" and, together with the 5.875% Notes Guarantors and the 7.500% Notes Guarantors, the "**First Lien Notes Guarantors**"; the First Lien Notes Issuers and the First Lien Notes Guarantors, collectively, the "**Prepetition First Lien Notes Parties**"), and Computershare Trust Company, National Association, as trustee (in such capacity and including any predecessors and successors thereto, the "**6.125% Notes Indenture Trustee**" and in its capacities as the 5.875% Notes Indenture Trustee, the 7.500% Notes Indenture Trustee, and the 6.125% Notes Indenture Trustee, collectively, the "**First Lien Indenture Trustee**"; the 6.125% Notes Indenture Trustee and the holders of 6.125% Notes and the First Lien Collateral Trustee, collectively, the "**6.125% Notes Secured Parties**"; and the 5.875% Notes Secured Parties, the 7.500% Notes Secured Parties, and the 6.125% Notes Secured Parties, collectively, the "**Prepetition First Lien Notes Secured Parties**"), certain of the Prepetition 6.125% Note Parties (as defined herein) issued notes in the total aggregate principal amount outstanding of $1,295,000,000. As used herein, the

"**Prepetition 6.125% Note Parties**" shall mean, collectively, Lux Borrower, Endo US, and the 6.125% Notes Guarantors.

iv. As used herein, (a) the "**Prepetition First Lien Agents**" shall mean, collectively, the Administrative Agent and the First Lien Indenture Trustee; (b) the "**Prepetition Documents**" shall mean, collectively, the Credit Documents, the First Lien Notes Documents, and the Second Lien Notes Documents (as defined below); and (c) the "**Prepetition First Lien Secured Parties**" shall mean, collectively, the Prepetition First Lien Loan Secured Parties and the Prepetition First Lien Notes Secured Parties.

v. As of the Petition Date, the Prepetition First Lien Notes Parties were jointly and severally indebted to the Prepetition First Lien Notes Secured Parties pursuant to the First Lien Notes Documents, without objection, defense, counterclaim, or offset of any kind, (w) in the aggregate principal amount of not less than $300,000,000 on account of the 5.875% Notes, (x) in the aggregate principal amount of not less than $ 2,015,479,000 on account of the 7.500% Notes, (y) in the aggregate principal amount of not less than $1,295,000,000 on account of the 6.125% Notes, *plus* (z) in the case of each of the preceding clauses (w), (x), and (y), accrued and unpaid interest with respect thereto and any additional fees, premiums, costs, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in each of the First Lien Indentures) owing, in each case pursuant to the terms of the First Lien Notes Documents (collectively, the "**Prepetition First Lien Notes Indebtedness**" and, together

with the Prepetition First Lien Secured Loan Indebtedness, the "**Prepetition First Lien Indebtedness**").

(c) *First Lien Collateral*. As consideration for the loans and other financial accommodations made in the Credit Agreement and the First Lien Indentures, certain of the Debtors entered into certain of the Collateral Documents and the Security Documents (as defined in the First Lien Indentures). Pursuant to and in accordance with the Collateral Documents, Security Documents, and other Prepetition Documents, the Prepetition First Lien Indebtedness is secured by valid, binding, properly perfected, enforceable, and non-avoidable first-priority (other than liens permitted under the Credit Agreement and the First Lien Indentures) security interests in and liens (such security interests and liens, the "**Prepetition First Liens**") on the "Collateral" (as defined in the applicable Collateral Document and Security Document, and together with any other property of any of Debtors granted or pledged pursuant to any of the Collateral Documents or Security Documents to secure the Prepetition First Lien Indebtedness, the "**Prepetition Collateral**") consisting of substantially all of each Prepetition Loan Party's assets.

(d) *Validity, Perfection, and Priority of Prepetition First Liens and Prepetition First Lien Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date, and pursuant to and in accordance with the Collateral Documents, Security Documents, and other Prepetition Documents: (i) the Prepetition First Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (ii) the Prepetition First Liens are valid, binding, properly perfected, enforceable, non-avoidable liens on and security interests in the Prepetition Collateral in favor of the First Lien Collateral Trustee and are senior to the security interests in and liens on the Prepetition Collateral granted to or for the benefit of the Prepetition Second Lien Notes Secured Parties (as defined below); (iii) the Prepetition First Liens

are subject and subordinate only to valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the First Lien Collateral Trustee as of the Petition Date by operation of law or permitted by the Prepetition Documents (such liens, the "**Permitted Prior Liens**"); (iv) the Prepetition First Liens were granted to the First Lien Collateral Trustee for the benefit of the Prepetition First Lien Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the Prepetition First Lien Indebtedness; (v) the Prepetition First Lien Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (vi) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition First Liens or Prepetition First Lien Indebtedness exist, and no portion of the Prepetition First Liens or Prepetition First Lien Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (vii) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition First Lien Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or

related to their obligations under the Credit Documents, the First Lien Notes Documents, the Prepetition First Lien Indebtedness or the Prepetition First Liens.

2. *Second Lien Notes.*

(a) Under that certain Indenture, dated as of June 16, 2020 (the "**Second Lien Indenture**" and, together with all other related documents, instruments, and agreements, in each case as supplemented, amended, restated, or otherwise modified from time to time, the "**Second Lien Notes Documents**"), for the 9.500% Senior Secured Second Lien Notes due 2027 (the "**Second Lien Notes**"), by and among Endo DAC, Endo Finance, and Endo FinCo, as issuers (collectively, in such capacities, the "**Second Lien Notes Issuers**"), the guarantors party thereto (the "**Second Lien Notes Guarantors**" and, together with the Second Lien Notes Issuers, the "**Prepetition Second Lien Notes Parties**"), and Wilmington Savings Fund Society, FSB, as trustee (in such capacity and including any predecessors and successors thereto, the "**Second Lien Indenture Trustee**" and, together with the holders of Second Lien Notes and the Second Lien Collateral Trustee (as defined below), the "**Prepetition Second Lien Notes Secured Parties**," and together with the Prepetition First Lien Secured Parties, the "**Prepetition Secured Parties**"). In connection with the Second Lien Indenture, certain of the Debtors entered into the Security Documents (as defined in the Second Lien Indenture).

(b) As of the Petition Date, the Prepetition Second Lien Notes Parties were jointly and severally indebted to the Prepetition Second Lien Notes Secured Parties pursuant to the Second Lien Notes Documents, without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $940,590,000 *plus* accrued and unpaid interest with respect thereto and any additional fees, premiums, costs, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals'

fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, in each case pursuant to the terms of the Second Lien Notes Documents and all other Obligations (as defined in the Second Lien Indenture) owing under or in connection with the Second Lien Notes Documents (collectively, the "**Prepetition Second Lien Notes Indebtedness**" and, together with the Prepetition First Lien Secured Loan Indebtedness and the Prepetition First Lien Notes Indebtedness, the "**Prepetition Secured Indebtedness**").

(c) *Second Lien Collateral*. As consideration for the financial accommodations made in connection with the Second Lien Indenture, certain of the Debtors entered into the Security Documents (as defined in the Second Lien Indenture and referred to herein as the "**Second Lien Collateral Documents**"). Pursuant to and in accordance with the Second Lien Collateral Documents and the other Second Lien Notes Documents, the Prepetition Second Lien Notes Indebtedness is secured by valid, binding, properly perfected, enforceable, and non-avoidable second-priority security interests in and liens (other than liens permitted under the Second Lien Indenture) on the Prepetition Collateral consisting of substantially all of each Prepetition Loan Party's assets in favor of the Second Lien Collateral Trustee pursuant to the Second Lien Collateral Documents (the "**Prepetition Second Lien Notes Liens**" and together with the Prepetition First Liens, the "**Prepetition Liens**").

(d) *Validity, Perfection, and Priority of Prepetition Second Lien Notes Liens and Prepetition Second Lien Notes Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date, and pursuant to and in accordance with the Second Lien Collateral Documents and other Second Lien Notes Documents: (i) the Prepetition Second

Lien Notes Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (ii) the Prepetition Second Lien Notes Liens are valid, binding, properly-perfected, enforceable, and non-avoidable liens on and security interests in the Prepetition Collateral in favor of the Second Lien Collateral Trustee; (iii) the Prepetition Second Lien Notes Liens are subject and subordinate only to the Permitted Prior Liens and the Prepetition First Liens; (iv) the Prepetition Second Lien Notes Liens were granted to the Second Lien Collateral Trustee for the benefit of the Prepetition Second Lien Notes Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the Second Lien Notes Indebtedness; (v) the Prepetition Second Lien Notes Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (vi) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Second Lien Notes Liens or Prepetition Second Lien Notes Indebtedness exist, and no portion of the Prepetition Second Lien Notes Liens or Prepetition Second Lien Notes Indebtedness is subject to any challenge, cause of action, or defense including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (vii) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510,

or 542 through 553 of the Bankruptcy Code), against the Prepetition Second Lien Notes Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Second Lien Notes Documents, the Prepetition Second Lien Notes Indebtedness, or the Prepetition Second Lien Notes Liens.

3. *Cash Collateral*. All of the Debtors' cash, including, without limitation, all of the (a) cash proceeds of accounts receivable, (b) cash proceeds of the Prepetition Collateral, (c) cash proceeds of Excluded Assets (as defined in the Credit Agreement) (to the extent such cash proceeds would not otherwise constitute Excluded Assets), and (d) cash (i) in the Debtors' Deposit Accounts (as defined in the Credit Agreement) pledged pursuant to any Collateral Document as of the Petition Date or (ii) pursuant to Bankruptcy Code section 552(b), deposited into the Debtors' Deposit Accounts after the Petition Date, constitutes cash collateral of the Prepetition Secured Parties within the meaning of Bankruptcy Code section 363(a) (the "**Cash Collateral**"); *provided that*, notwithstanding anything to the contrary in this paragraph 3, (x) cash or Deposit Accounts comprising Excluded Assets and (y) the Deposit Accounts owned by Debtors formed or incorporated in Luxembourg shall constitute Cash Collateral only to the extent that, in each case of clauses (x) and (y), the Prepetition Secured Parties have an interest in such cash or Deposit Accounts within the meaning of Bankruptcy Code section 363(a) or 552(b) of the Bankruptcy Code and/or applicable law.

4. *Bank Accounts.* The Debtors acknowledge and agree that, as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

5. *Intercreditor Agreements.*

(a) *First Lien Collateral Trust Agreement.* The Prepetition Loan Parties, the Prepetition First Lien Notes Parties, the Administrative Agent, the First Lien Indenture Trustee, and Wilmington Trust, National Association, as collateral trustee (in such capacity and including any successors thereto, the "**First Lien Collateral Trustee**") are parties to that certain Collateral Trust Agreement, dated as of April 27, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**First Lien Collateral Trust Agreement**"). The First Lien Collateral Trust Agreement governs, among other things, the respective rights, interests and obligations of the Prepetition First Lien Secured Parties with respect to the Prepetition Collateral.

(b) *Second Lien Collateral Trust Agreement.* The Prepetition Second Lien Notes Parties, the Second Lien Indenture Trustee, and Wilmington Trust, National Association, as collateral trustee (in such capacity and including any successors thereto, the "**Second Lien Collateral Trustee**") are parties to that certain Second Lien Collateral Trust Agreement, dated as of June 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Collateral Trust Agreement**" and, together with the First Lien Collateral Trust Agreement, the "**Collateral Trust Agreements**").

(c) *1L-2L Intercreditor Agreement*. The First Lien Collateral Trustee, the Second Lien Collateral Trustee, the Prepetition Loan Parties, the Prepetition First Lien Notes Parties, and the Prepetition Second Lien Notes Parties are parties to that certain Intercreditor Agreement, dated as of June 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**1L-2L Intercreditor Agreement**" and together with the Collateral Trust Agreements, the "**Intercreditor Agreements**"), which governs, among other

things, the relative rights, interests, obligations, priority and positions of the Prepetition First Lien Secured Parties on the one hand, and the Prepetition Second Lien Notes Secured Parties on the other hand.

(d) Each of the Prepetition Loan Parties, the Prepetition First Lien Notes Parties, and the Prepetition Second Lien Notes Parties acknowledged and agreed to, and are bound by, the Intercreditor Agreements. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements, and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents or any other Secured Debt Documents (as defined in each Collateral Trust Agreement) shall (i) remain in full force and effect, (ii) continue to govern the relative obligations, priorities, rights and remedies, as applicable, of (x) the Prepetition First Lien Secured Parties in the case of the First Lien Collateral Trust Agreement, (y) the Prepetition Second Lien Notes Secured Parties in the case of the Second Lien Collateral Trust Agreement, and (z) the Prepetition First Lien Secured Parties and the Prepetition Second Lien Notes Secured Parties in the case of the 1L-2L Intercreditor Agreement and (iii) not be deemed to be amended, altered or modified by the terms of this Final Order.

F. ***Adequate Protection.*** Pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, the Prepetition Secured Parties are entitled to adequate protection of their respective interests in the Prepetition Collateral, including the Cash Collateral, to the extent of any postpetition diminution in value of their respective interests in the Prepetition Collateral for any reason for which adequate protection may be granted under the Bankruptcy Code ("**Diminution in Value**"). The foregoing shall not, nor shall any other provision of this Final Order be construed as, a determination or finding that there has been or will be any Diminution in Value of the Prepetition Collateral (including Cash Collateral) and the rights of all parties, including, without

limitation, the Committees as to such issues (including how Diminution in Value is to be measured or determined) are hereby fully reserved and preserved.

G. ***Need to Use Cash Collateral***. The Debtors have requested entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2 and have an immediate need to obtain use of the Prepetition Collateral, including the Cash Collateral (subject to and in compliance with the Approved Budget (as defined below)) in order to, among other things, (A) permit the orderly continuation of their businesses, (B) pay certain First Lien Adequate Protection Payments (as defined below), and (C) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors. An immediate and critical need exists for the Debtors to use the Cash Collateral, consistent with the Approved Budget, for working capital purposes, other general corporate purposes of the Debtors, and the satisfaction of costs and expenses of administering the Cases. The ability of the Debtors to obtain liquidity through the use of the Cash Collateral is vital to the Debtors and their efforts to maximize the value of their estates. Absent entry of this Final Order, the Debtors' estates and reorganization efforts will be immediately and irreparably harmed.

H. ***Notice***. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules, notice of the Interim Hearing, the Final Hearing, and the final relief requested in the Motion has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested herein, and of the Interim Hearing and Final Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and Local Rules 4001-2 and 9013-1.

I. ***Consent by Prepetition Secured Parties***. The Prepetition First Lien Secured Parties have consented and the Prepetition Second Lien Notes Secured Parties have consented under the

applicable Intercreditor Agreements to the Debtors' use of Cash Collateral, in accordance with and subject to the terms and conditions provided for in this Final Order.

J. ***Relief Essential; Best Interest***. The Debtors have requested entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2. The relief requested in the Motion (and as provided in this Final Order) is necessary, essential and appropriate for the continued operation of the Debtors' businesses and the management and preservation of the Debtors' assets and the property of their estates. It is in the best interest of the Debtors' estates that the Debtors be allowed to use the Cash Collateral under the terms hereof. The Debtors have demonstrated good and sufficient cause for the relief granted herein.

K. ***Arm's Length, Good Faith Negotiations***. The terms of this Final Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Secured Parties. The Prepetition Secured Parties have acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the use of Cash Collateral, including in respect of the granting of the Adequate Protection Liens (as defined below) and all documents related to and all transactions contemplated by the foregoing.

Now, therefore, upon the record of the proceedings heretofore held before this Court with respect to the Motion, the evidence adduced at the Interim Hearing and Final Hearing, and the statements of counsel thereat, and based upon the foregoing findings and conclusions,

IT IS HEREBY ORDERED THAT:

1. ***Motion Granted.*** The Motion is granted on a final basis as set forth herein, and the use of Cash Collateral on a final basis is authorized, subject to the terms of this Final Order.

2. ***Objections Overruled.*** Any objections to the Motion with respect to the entry of this Final Order that have not been withdrawn, waived or settled and all reservations of rights included therein, are hereby denied and overruled with prejudice.

3. ***Authorization to Use Cash Collateral; Budget.***

(a) *Authorization*. Subject to the terms and conditions of this Final Order, the Court hereby authorizes the Debtors' use of Cash Collateral during the period beginning with the Petition Date and ending on a Termination Date (as defined below), in each case, solely and exclusively in a manner consistent with this Final Order and the Approved Budget (as defined below), and for no other purposes.

(b) *Approved Budget; Budget Period*. As used in this Final Order: (i) "**Approved Budget**" means the last budget delivered to the Administrative Agent, the First Lien Indenture Trustee and the First Lien Collateral Trustee, and delivered and agreed with the Ad Hoc First Lien Group (as defined below) prior to the Petition Date, including for the 13-week period reflected on the budget attached as **Exhibit 1** hereto, as such Approved Budget may be modified from time to time by the Debtors with the prior written consent of the Ad Hoc First Lien Group, which consent shall not be unreasonably withheld, conditioned, or delayed, and to the extent modified, reasonable notice is given to the Administrative Agent, the Ad Hoc Cross-Holder Group, the Committee Advisors (as defined below), and the FCR Advisors (as defined below); and (ii) "**Budget Period**" means the cumulative period from the first day of the Approved Budget through the Testing Date (as defined below).

(c) *Budget Testing*. The Debtors may use Cash Collateral strictly in accordance with the Approved Budget, subject to Permitted Variances (as defined below). Beginning with the period ending on the second (2nd) Friday following the Petition Date, Permitted Variances shall

be tested every other Friday for the Budget Period ended on the preceding Friday (each such date, a "**Testing Date**"). On or before 5:00 p.m. (prevailing Eastern time) on each Testing Date, the Debtors shall prepare and deliver to the Prepetition First Lien Agents, the Administrative Agent's Advisors,[3] the First Lien Indenture Trustee's Advisors (defined below), the First Lien Collateral Trustee's Advisors (defined below), the Ad Hoc First Lien Group, the Ad Hoc First Lien Advisors (as defined below), and the Ad Hoc Cross-Holder Advisors (as defined below), Kramer Levin Naftalis & Frankel LLP, Dundon Advisers LLC, Berkeley Research Group, LLC, Lazard Frères & Co. LLC, Cooley LLP, Akin Gump Strauss Hauer & Feld LLP, Jefferies Group, and Province (collectively, the "**Committee Advisors**"), the FCR (as defined below), and Young Conaway Stargatt & Taylor LLP, Frankel Wyron LLP, and Ducera Partners LLC (collectively, the "**FCR Advisors**") in form and substance reasonably satisfactory to the Ad Hoc First Lien Group, a variance report (the "**Variance Report**") setting forth: (i) the Debtors' actual disbursements (the "**Actual Disbursements**"), on a line-by-line and aggregate basis during the applicable Budget Period (including, for the avoidance of doubt, actual disbursements to any non-Debtor entity, subject to, and in accordance with, paragraph 3(f) of this Final Order); (ii) the Debtors' actual cash receipts (the "**Actual Cash Receipts**") on a line-by-line and aggregate basis during the applicable Budget Period; (iii) a comparison (whether positive or negative, in dollars and expressed as a percentage) for the applicable Budget Period of the Actual Cash Receipts (and each line item thereof) and the Actual Disbursements (and each line item thereof) to the amount of the Debtors'

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[3] The "**Administrative Agent's Advisors**" shall mean (a) Simpson Thacher & Bartlett LLP and (b) a financial advisor to represent the interests of the Administrative Agent and assist the Administrative Agent and Simpson Thacher & Bartlett LLP in connection with the Cases, subject in all respects to the Administrative Agent's and Debtors' reservations of rights regarding such retention and the reimbursement of reasonable fees and expenses as set forth in paragraph 4(g); *provided, however*, notwithstanding anything to the contrary herein, information shall only be shared under this Final Order to the financial advisor of the Administrative Agent (if any) to the extent such party is bound by obligations of confidentiality pursuant to a confidentiality agreement with the Debtors.

projected cash receipts (and each line item thereof) set forth in the Approved Budget for such applicable Budget Period and the Debtors' projected disbursements (and each line item thereof), respectively, set forth in the Approved Budget for such applicable Budget Period; (iv) a cumulative comparison (whether positive or negative, in dollars and expressed as a percentage) covering the Budget Period as of the applicable Testing Date setting forth the Actual Cash Receipts (and each line item thereof) and the Actual Disbursements (and each line item thereof) for the applicable portion of such Budget Period and a comparison thereof to the amount of the Debtors' projected cash receipts (and each line item thereof) set forth in the Approved Budget for the applicable portion of such Budget Period and the Debtors' projected disbursements (and each line item thereof), respectively, set forth in the Approved Budget for the applicable portion of such Budget Period; and (v) as to each variance contained in the Variance Report, use reasonable efforts to indicate whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any variance in excess of 5% and $1 million. Notwithstanding anything to the contrary herein, the Variance Report shall only be shared with the Prepetition First Lien Agents and the Ad Hoc First Lien Group to the extent such parties are bound by obligations of confidentiality pursuant to (x) the Credit Agreement with respect to the Administrative Agent and Private Side Lenders (as defined below) or (y) a confidentiality agreement with the Debtors; *provided* the Variance Report shall be shared with the Administrative Agent's Advisors, the First Lien Indenture Trustee's Advisors, the First Lien Collateral Trustee's Advisors, the Ad Hoc First Lien Advisors, and the Ad Hoc Cross-Holder Advisors, the Committee Advisors, the FCR, and the FCR Advisors, and, pursuant to the confidentiality provisions of the Credit Agreement, with the Private Side Lenders.

(d) *Permitted Variances and Minimum Liquidity Amount*. The Debtors shall not permit (i) aggregate Actual Disbursements to be more than 120% of the projected disbursements set forth in the Approved Budget, in each case, for the relevant Budget Period (such deviation up to 120% in the aggregate for a Budget Period, the "**Permitted Variances**"); *provided* that the cash disbursements considered for determining compliance with this covenant shall exclude the Debtors' disbursements in respect of (x) the restructuring professional fees (including, without limitation, fees and expenses of the advisors to the Debtors, any committees appointed under Bankruptcy Code section 1102, the future claims representative ("**FCR**") (including, for the avoidance of doubt, the representative itself), the Prepetition Secured Parties on account of professional fees under paragraphs 4(g) and 5(e) of this Final Order, and professional fee payments to other creditors or creditor groups), (y) cash outflows for customer chargebacks, rebates and fees, prompt pay discounts, product returns, co-pay reduction rebates and other customer programs, and (z) U.S. Trustee's fees; and (ii) the Debtors' unrestricted cash and cash equivalents ("**Liquidity**") to be less than $600,000,000 at the end of any week (such amount, the "**Minimum Liquidity Amount**"); *provided, however*, the $85 million in the Company's Bank of America account ending in *2027 shall be included in the calculation of the Minimum Liquidity Amount.

(e) *Proposed Budget Reporting*. By no later than 5:00 p.m. (prevailing Eastern Time) on the Friday of each fourth calendar week following entry of the *Interim Order (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* [Docket No. 98] (the "**Interim Order**"), the Debtors shall deliver to the Administrative Agent, the Administrative Agent's Advisors, the First Lien Indenture Trustee, the First Lien Indenture Trustee's Advisors, the Ad Hoc First Lien Group, the Ad Hoc First Lien Advisors, the Ad Hoc

Cross-Holder Group, the Ad Hoc Cross-Holder Advisors, the Committee Advisors, the FCR, and the FCR Advisors a rolling 13-week cash flow forecast of the Debtors in a form consistent with the initial Approved Budget or otherwise agreed to by the Ad Hoc First Lien Group (each, a "**Proposed Budget**"), which Proposed Budget (including any subsequent revisions to any such Proposed Budget), solely upon written approval by the Ad Hoc First Lien Group, which approval shall not be unreasonably withheld, conditioned, or delayed, shall become the Approved Budget. In the event the conditions for the most recently delivered Proposed Budget to constitute the Approved Budget are not met as set forth herein, the prior Approved Budget shall remain in full force and effect; *provided, however*, in the event the Ad Hoc First Lien Group does not approve of a Proposed Budget within ten (10) business days of its delivery, upon five (5) business days' written notice to the Ad Hoc First Lien Advisors, the Administrative Agent, the Ad Hoc Cross-Holder Advisors, the Committee Advisors, the FCR, and the FCR Advisors, the Debtors may request an immediate hearing with the Court to seek Court approval of the Proposed Budget to be deemed an Approved Budget for purposes of this Final Order. Notwithstanding anything to the contrary herein, the Proposed Budget shall only be shared with those members of the Ad Hoc First Lien Group and the Ad Hoc Cross-Holder Group that are bound by obligations of confidentiality pursuant to a confidentiality agreement with the Debtors; *provided* the Proposed Budget shall be shared with the Ad Hoc First Lien Advisors and the Ad Hoc Cross-Holder Advisors that are bound by confidentiality obligations to the Debtors and with the Administrative Agent, the Administrative Agent's Advisors, First Lien Indenture Trustee, First Lien Indenture Trustee's Advisors, First Lien Collateral Trustee, First Lien Collateral Trustee's Advisors, the Committee Advisors, the FCR, the FCR Advisors, and, pursuant to the confidentiality provisions of the Credit Agreement, with the Private Side Lenders.

(f) *Miscellaneous*. For the avoidance of doubt, except as otherwise set forth in the Approved Budget, Cash Collateral may not be used (i) directly by any non-Debtor entity, or (ii) to pay any fees, costs, or expenses on behalf of any non-Debtor entity, in each case, except as necessary to fund the non-Debtors' manufacturing, research and development, general operations, and capital expenditures on a monthly basis in the ordinary course of the Debtors' and non-Debtors' business and consistent with the historical practices of such entities and solely in accordance with the Approved Budget. For the avoidance of doubt, nothing in this Order shall permit or authorize the Debtors to violate any restrictions in any order regarding cash management. Notwithstanding anything to the contrary herein, the Debtors shall obtain either (1) consent from the Unsecured Creditors Committee, the Official Committee of Opioid Claimants, 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. 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 this Order.

4. ***Adequate Protection for the Prepetition First Lien Secured Parties.***

(a) Subject only to the Carve Out (as defined below) and the terms of this Final Order, pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition First Lien Secured Parties in the Prepetition Collateral (including Cash Collateral), in

each case, to the extent of any Diminution in Value, each of the Administrative Agent, for the benefit of itself and the other Prepetition First Lien Loan Secured Parties, the First Lien Indenture Trustee, for the benefit of itself and the other Prepetition First Lien Notes Secured Parties, and the First Lien Collateral Trustee, for the benefit of itself and the other Prepetition First Lien Secured Parties, is hereby granted the following:

(b) *First Lien Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), to the extent of any Diminution in Value of the Prepetition First Lien Secured Parties' interests in the Prepetition Collateral and subject in all cases to the Carve Out, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Administrative Agent, for the benefit of itself and the other Prepetition First Lien Loan Secured Parties, to the First Lien Indenture Trustee, for the benefit of the Prepetition First Lien Note Secured Parties, and to the First Lien Collateral Trustee, for the benefit of itself and the other Prepetition First Lien Secured Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, first-priority senior (except as otherwise provided in this paragraph below with respect to the Permitted Prior Liens), additional and replacement security interests in and liens on (all such liens and security interests, the "**First Lien Adequate Protection Liens**") (i) the Prepetition Collateral and (ii) all of the Debtors' other now-owned and hereafter-acquired real and personal property, assets and rights of any kind or nature, wherever located, whether encumbered or unencumbered, including, without limitation, to the maximum extent permitted under applicable law (including Indian law), a 100% equity pledge of any first-tier foreign subsidiaries and

unencumbered assets of the Debtors, if any, and all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code (subject to paragraph 24 of this Final Order) or otherwise, including, without limitation, all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on, or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action (including causes of action arising under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate incurred on or following the Petition Date), and any and all proceeds, products, rents, and profits of the foregoing (all property identified in this paragraph being collectively referred to as the "**Collateral**"), subject only to the Permitted Prior Liens, in which case the First Lien Adequate Protection Liens shall be immediately junior in priority to such Permitted Prior Liens and to the Carve Out; notwithstanding the foregoing, the Collateral shall exclude all claims and causes of action arising under any section of chapter 5 of the Bankruptcy Code (other than claims and causes of action arising under section 549 of the Bankruptcy Code) (the "**Avoidance Actions**"), and the Collateral shall include any and all proceeds of and other property that is recovered or becomes unencumbered as a result of (whether by judgment, settlement, or otherwise) any Avoidance Action; *provided*, *however*, that First Lien Adequate Protection Liens will be

granted on, and First Lien Adequate Protection Superpriority Claims (as defined below) will be paid from, (a) first, Collateral other than proceeds of Avoidance Actions, malpractice claims and proceeds thereof, prepetition insurance policies and proceeds thereof, and commercial tort claims and proceeds thereof (in each case, solely to the extent such Collateral is available) and (b) second, proceeds of Avoidance Actions, malpractice claims and proceeds thereof, prepetition insurance policies and proceeds thereof, and commercial tort claims and proceeds thereof.

(c) *First Lien Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Debtors are authorized to grant, and hereby deemed to have granted effective as of the Petition Date, to the Administrative Agent, for the benefit of itself and the other Prepetition First Lien Loan Secured Parties, to the First Lien Indenture Trustee, for the benefit of the Prepetition First Lien Note Secured Parties, and to the First Lien Collateral Trustee, for the benefit of itself and the other Prepetition First Lien Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any Diminution in Value (the "**First Lien Adequate Protection Superpriority Claims**"), junior only to the Carve Out. Subject to the Carve Out, the First Lien Adequate Protection Superpriority Claims shall not be junior or *pari passu* to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code.

(d) *First Lien Adequate Protection Payments*. As further adequate protection, the Debtors are authorized and directed to pay to the Administrative Agent for the ratable benefit of the Prepetition First Lien Loan Secured Parties and to the First Lien Indenture Trustee for the ratable benefit of the Prepetition First Lien Note Secured Parties, adequate protection payments in cash as follows: (i) no later than eight (8) business days after the date of the Interim Order, the first such adequate protection payment shall be paid in an amount in cash equal to the amount comprising all accrued and unpaid interest under (A) the Credit Agreement from the date of the last interest payment made by the Borrowers under the Credit Agreement through and including the date of the Interim Order and (B) each of the First Lien Indentures from the date of the last interest payment made by the First Lien Notes Issuers under the applicable First Lien Indenture through and including the date of the Interim Order, calculated based on a rate of (x) for the Credit Agreement, (1) if denominated in Dollars, ABR *plus* the Applicable Rate (each as defined in the Credit Agreement) or (2) if denominated in Canadian Dollars, the Canadian Prime Rate *plus* the Applicable Rate (each as defined in the Credit Agreement), and (y) for each First Lien Indenture, the applicable rate of interest set forth on the face of the Note (as defined in each of the First Lien Indentures); provided that for purposes of the First Lien Adequate Protection Payments (defined below) payable under the First Lien Indentures, and notwithstanding anything to the contrary in the First Lien Indentures, the record date to establish the holders of First Lien Notes receiving such payment shall be August 15, 2022; and (ii) on the last business day of each calendar month following entry of the Interim Order, each such adequate protection payment shall be paid in cash in an amount comprising all accrued and unpaid interest, calculated based on a rate of (A) for the Credit Agreement, (x) if denominated in Dollars, ABR *plus* the Applicable Rate *plus* 200 basis points or (y) if denominated in Canadian Dollars, the Canadian Prime Rate *plus* the Applicable

Rate *plus* 200 basis points, and (B) for each First Lien Indenture, the applicable rate of interest set forth on the face of the Note (as defined in each of the First Lien Indentures) *plus* 100 basis points (all payments referenced in this sentence, collectively, the "**First Lien Adequate Protection Payments**"); provided that for purposes of the First Lien Adequate Protection Payments payable under the First Lien Indentures, and notwithstanding anything to the contrary in the First Lien Indentures, the record date to establish the holders of First Lien Notes receiving such payments shall be, with respect to each payment date, the 25th day of the calendar month in which such payment is due. With respect to payments under the First Lien Indentures, any calculation of interest payable pursuant to this Paragraph 4(d) shall be computed on the basis of a 360-day calendar year of 12 30-day months. Upon receipt of the Adequate Protection Payments set forth in this paragraph, the Administrative Agent and the First Lien Indenture Trustee are authorized and directed, without further order of the Court, to distribute such payments to the Prepetition First Lien Loan Secured Parties and the Prepetition First Lien Notes Secured Parties, respectively in accordance with this Order. For the avoidance of doubt, the payment of adequate protection payments pursuant to paragraph 4 of this Final Order shall be without prejudice to (x) the rights of any of the Prepetition First Lien Secured Parties to assert claims for payment of make-whole, prepayment premium, or similar amount set forth in the Credit Agreement or the First Lien Indentures, as applicable and the rights of the Debtors or any other party in interest to object to or otherwise contest such claims, and (y) whether any such payments should be recharacterized or reallocated pursuant to the Bankruptcy Code as payments of principal, interest or otherwise. All First Lien Adequate Protection Payments made to or for the benefit of the Prepetition First Lien Secured Parties shall be subject in all respects to the terms of the 1L-2L Intercreditor Agreement.

(e) *Right to Seek Additional Adequate Protection*. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition First Lien Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Subject to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition First Lien Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Lien Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Lien Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral), or a finding by the Court, or an acknowledgement by any party, that any Diminution in Value has occurred.

(f) *Other Covenants*. The Debtors shall maintain their cash management arrangements in a manner consistent with this Court's order(s) granting the Debtors' cash management motion. The Debtors shall comply with the covenants contained in Sections 5.03 and 5.05 of the Credit Agreement regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of its business and the maintenance of properties and insurance.

(g) *Fees and Expenses*. As additional adequate protection, the Debtors shall, and are authorized and directed to pay in full in cash and in immediately available funds: (i) within eight (8) business days after the Debtors' receipt of invoices thereof (with a copy to the Committee

Advisors, the FCR Advisors, and the United States Trustee), the reasonable and documented professional fees and expenses, arising before the Petition Date, of (A) (x) one (1) legal counsel and (y) other third-party consultants and financial advisors solely to the extent required by the terms of an executed engagement letter with the Debtors for each of (i) the Administrative Agent (including the Administrative Agent's Advisors; *provided*, *that* the Administrative Agent reserves all rights with respect to the retention of a financial advisor in connection with the cases; and *provided further* that the Debtors have not agreed to reimburse the fees and expenses of any Administrative Agent Advisors other than Simpson Thacher & Bartlett LLP and the Debtors reserve their rights with respect to the reimbursement of fees and expenses of any Administrative Agent Advisor other than Simpson Thacher & Bartlett LLP), (ii) the First Lien Indenture Trustee (including reasonable and documented fees and expense of ArentFox Schiff LLP), and (iii) the First Lien Collateral Trustee (including reasonable and documented fees and expenses of Alston & Bird LLP, solely in its capacity as counsel to the First Lien Collateral Trustee), respectively, and (B) the ad hoc group of Prepetition First Lien Lenders and holders of First Lien Notes, acting as an ad hoc group (the "**Ad Hoc First Lien Group**") (including, without limitation, the reasonable and documented fees and expenses incurred by Evercore Group, LLC, Gibson, Dunn & Crutcher LLP, FTI Consulting, Inc., Arthur Cox LLP, Stikeman Elliott LLP, Loyens & Loeff, S&R Associates, any conflicts counsel or co-counsel, and, from and after the Petition Date, one local legal counsel in each non-U.S. based jurisdiction the Debtors are incorporated and/or domiciled to the extent such professionals are reasonably necessary to represent the interests of the Ad Hoc First Lien Group in connection with the Cases) (collectively, the "**Ad Hoc First Lien Advisors**") which, solely as to any financial advisor or investment banker, are subject to the terms of any engagement letter or reimbursement agreement previously agreed to by the Debtors in writing

(*provided, that*, for the avoidance of doubt, the Debtors cannot revoke or modify their consent after entry of this Final Order so long as this Final Order is in effect) or Prepetition Document, *provided, however*, individual Prepetition First Lien Lenders and the individual holders of the First Lien Notes shall not be entitled to reimbursement for fees and expenses of their own advisors pursuant to this Final Order; and (ii) subject to paragraph 26 and the limitations set forth in this paragraph 4(g)(i), on a monthly basis, within eight (8) business days of the Debtors' receipt of invoices thereof, the reasonable and documented fees and expenses, arising subsequent to the Petition Date, incurred by the Administrative Agent (including the reasonable and documented fees and expenses of Simpson Thacher & Bartlett LLP), the First Lien Indenture Trustee (including the reasonable and documented fees and expenses of ArentFox Schiff LLP (the "**First Lien Indenture Trustee's Advisors**")), the First Lien Collateral Trustee (including reasonable and documented fees and expenses of Alston & Bird LLP (the "**First Lien Collateral Trustee's Advisors**"), solely in its capacity as counsel to the First Lien Collateral Trustee), and the Ad Hoc First Lien Group, acting as an ad hoc group ((including, but not limited to, the reasonable and documented fees and expenses of the Ad Hoc First Lien Advisors) which, solely as to any financial advisor or investment banker, are subject to the terms of any engagement letter or reimbursement agreement previously agreed to by the Debtors in writing (*provided, that*, for the avoidance of doubt, the Debtors cannot revoke or modify their consent after entry of this Final Order so long as this Final Order is in effect) or Prepetition Document, *provided, however*, individual Prepetition First Lien Lenders and the individual holders of the First Lien Notes shall not be entitled to reimbursement for fees and expenses of their own advisors pursuant to this Final Order). None of the foregoing fees and expenses shall be subject to separate approval by this Court or require compliance with the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses*

Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013 (the "**U.S. Trustee Guidelines**"), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments.

(h) *Reporting Requirements*. As additional adequate protection, the Debtors shall (x) for so long as Parent is required to file periodic reports with the U.S. Securities and Exchange Commission (the "**SEC**") pursuant to Section 13 or 15(d) of the Exchange Act, promptly provide the Administrative Agent's Advisors, the First Lien Indenture Trustee's Advisors, the Ad Hoc First Lien Advisors, the Committee Advisors, the FCR, and the FCR Advisors with a copy of any such report that Parent files with the SEC (it being understood that the filing of such report with the SEC on EDGAR or any successor platform being sufficient), (y) for so long as Parent is not required to file periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act (as defined in the First Lien Indentures), comply with the reporting requirements in sections 5.01(a) and (b) of the Credit Agreement and section 4.03(c) of each of the First Lien Indentures with copies to the Committee Advisors, the FCR, and the FCR Advisors, *provided*, *however*, in no event shall such reporting provided under clauses (x) or (y) be required to (i) contain any consolidating and other financial statements and data that would be required by Sections 3-10, 3-16, 13-01 and 13-02 of Regulation S-X under the Securities Act (as defined in the First Lien Indentures), (ii) include any certifications that would be required under the Sarbanes Oxley Act of 2002, (iii) comply with Regulation G under the Exchange Act or Item 10(e) of Regulation S-K with respect to any "non-GAAP" financial information contained therein, (iv) contain any information and data required by Item 402(b) of Regulation S-K under the Securities Act and information regarding executive compensation and related party disclosure related to SEC Release

Nos. 33-8732A, 34-54302A and IC-27444A), and (v) include any unqualified auditor opinion in respect of any financial statements contained therein; and (z) provide, subject to any applicable limitations set forth below, to the Administrative Agent's Advisors, the First Lien Indenture Trustee's Advisors, the First Lien Collateral Trustee's Advisors, and the Ad Hoc First Lien Advisors (*provided*, that any reporting provided to the Ad Hoc First Lien Advisors under this paragraph 4(h) shall only be shared with those members of the Ad Hoc First Lien Group that are bound by obligations of confidentiality pursuant to a confidentiality agreement with the Debtors; *provided further*, that any reporting provided to the Administrative Agent's Advisors under this paragraph 4(h) may be shared only with the Administrative Agent and other Prepetition First Lien Lenders that have identified themselves as "private side" lenders and not Public Lenders (under and as defined in the Credit Agreement) (the "**Private Side Lenders**") and are bound by obligations of confidentiality pursuant to the Credit Agreement), the Committee Advisors subject and pursuant to the protective order, the FCR, and the FCR Advisors:

i. bi-weekly (i.e., every other week) (or more frequently as may be agreed to between the Debtors' advisors and the Ad Hoc First Lien Group) calls with the Ad Hoc First Lien Advisors, the Administrative Agent's Advisors, the First Lien Indenture Trustee's Advisors, the First Lien Collateral Trustee's Advisors, and the Debtors' advisors, which shall be in form and scope reasonably agreed to by the Debtors and the Ad Hoc First Lien Advisors;

ii. at the times specified in paragraph 3(c) hereof, the Variance Report required by paragraph 3(c) hereof;

iii. a copy of each update to the Debtors' business plan as soon as reasonably practicable after it is presented to the board of directors of the Parent;

iv. in-person or teleconference meetings between (a) the Debtors and, to the extent appropriate, their advisors, including any consultant, turnaround management, broker or financial advisory firm retained by any Debtor in any of the Cases, (b) the Administrative Agent's Advisors, (c) the First Lien Indenture Trustee's Advisors, (d) the First Lien Collateral Trustee's Advisors, and (e) the Ad Hoc First Lien Advisors, at such time as the Ad Hoc First Lien Advisors may reasonably request, but in the case of any meetings involving the Debtors' management, to be limited to one such in-person or teleconference meeting per month (or more frequently as the Debtors may agree in their reasonable discretion), and at places reasonably acceptable to the Debtors (to the extent such presentations are in-person);

v. timely delivery of each Proposed Budget as set forth in this Final Order;

vi. notice of the occurrence of the Debtors' Liquidity falling below the Minimum Liquidity Amount at the end of any week and the amount of such Liquidity as of such time;

vii. within 45 days after each month end, beginning with the quarter ended September 30, 2022, on a consolidated basis for Debtors and non-Debtors combined, a quarterly and year-to-date income statement and balance sheet;

viii. the Debtors will grant access to any data room established in connection with third-party diligence commenced in connection with any restructuring of one or more of the Debtors on a professional eyes' only basis to the Administrative Agent's Advisors, the First Lien Indenture Trustee's Advisors, the First Lien Collateral Trustee's Advisors, the Ad Hoc First Lien Advisors, the Committee Advisors, the FCR, and the FCR Advisors; and

ix. as soon as reasonably practicable after written request from the Ad Hoc First Lien Advisors, the Debtors will, to the extent appropriate and acting reasonably, provide the Ad Hoc First Lien Advisors with reasonable access to any consultant, turnaround management, broker or financial advisory firm retained by any Debtor in any of the Cases;

provided that nothing in this paragraph 4(h) shall require the Debtors (or any of their advisors) to take any action that would conflict with any applicable requirements of law or any binding agreement, or that would waive any attorney-client or similar privilege (it being understood and agreed that (i) the Debtors shall use commercially reasonable efforts to take any such action required under this paragraph 4(h) in a way that would not conflict with any applicable requirements of law or any binding agreement, or that would waive any attorney-client or similar privilege and (ii) if any such Debtor (or any such advisor), in reliance on this proviso, elects to withhold any information that would otherwise be required to be provided pursuant to this paragraph 4(h), the Debtors shall provide written notice to the Ad Hoc First Lien Advisors of such election and specify in such notice the basis for the Debtors' (or the applicable advisor's) election to withhold such information and identify in such notice the type of information it has elected to withhold to the extent not prohibited by applicable law).

(i) *Miscellaneous*. Except for (i) the Carve Out and (ii) as otherwise provided in paragraph 4, the First Lien Adequate Protection Liens and First Lien Adequate Protection Superpriority Claims granted to the Prepetition First Lien Secured Parties pursuant to paragraph 4 of this Final Order shall not be subject, junior, or *pari passu* to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, and shall not be subordinated

to or made *pari passu* with any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

5. ***Adequate Protection for the Prepetition Second Lien Notes Secured Parties.***

(a) Subject only to the Carve Out and the terms of this Final Order, pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition Second Lien Notes Secured Parties in the Prepetition Collateral (including Cash Collateral), in each case, to the extent of any Diminution in Value of such interests, the Second Lien Indenture Trustee, for the benefit of the Prepetition Second Lien Notes Secured Parties and the Second Lien Collateral Trustee, for the benefit of itself and the other Prepetition Second Lien Notes Secured Parties, is hereby granted the following:

(b) *Second Lien Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), to the extent of any Diminution in Value of the Prepetition Second Lien Notes Secured Parties' interests in the Prepetition Collateral and subject in all cases to the Carve Out, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Second Lien Indenture Trustee, for the benefit of the Prepetition Second Lien Notes Secured Parties, and to the Second Lien Collateral Trustee, for the benefit of itself and the other Prepetition Second Lien Notes Secured Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, senior (except as otherwise provided in this paragraph), additional and replacement security interests in and liens on (all such liens and security interests, the "**Second Lien Adequate**

Protection Liens" and, together with the First Lien Adequate Protection Liens, the "**Adequate Protection Liens**") (i) the Prepetition Collateral and (ii) the Collateral, which Second Lien Adequate Protection Liens shall be junior only to the Permitted Prior Liens, the Carve Out, the First Lien Adequate Protection Liens, and the Prepetition First Liens; *provided*, *however*, that Second Lien Adequate Protection Liens will be granted on, and Second Lien Adequate Protection Superpriority Claims (as defined below) will be paid from, (a) first, Collateral other than proceeds of Avoidance Actions, malpractice claims and proceeds thereof, prepetition insurance policies and proceeds thereof, and commercial tort claims and proceeds thereof (in each case, solely to the extent such Collateral is available) and (b) second, proceeds of Avoidance Actions, malpractice claims and proceeds thereof, prepetition insurance policies and proceeds thereof, and commercial tort claims and proceeds thereof. For the avoidance of doubt, the Second Lien Adequate Protection Liens shall be junior in priority, first, to the Permitted Prior Liens; second, to the Carve Out; third, to the First Lien Adequate Protection Liens; and, fourth, to the Prepetition First Liens.

(c) *Second Lien Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Debtors are authorized to grant, and hereby deemed to have granted, effective as of the Petition Date, to the Second Lien Indenture Trustee, for the benefit of the Prepetition Second Lien Notes Secured Parties, and to the Second Lien Collateral Trustee, for the benefit of itself and the other Prepetition Second Lien Notes Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any Diminution in Value (the "**Second Lien Adequate Protection Superpriority Claims**" and together with the First Lien Adequate Protection Superpriority Claims, the "**Adequate Protection Superpriority Claims**"), but junior to the Carve Out and the

First Lien Adequate Protection Superpriority Claims. Subject to the Carve Out and the First Lien Adequate Protection Superpriority Claims, the Second Lien Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code. The Second Lien Adequate Protection Superpriority Claims may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims.

(d) *Right to Seek Additional Adequate Protection*. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition Second Lien Notes Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request which rights shall, in all cases, be subject to the Second Lien Collateral Trust Agreement and the 1L-2L Intercreditor Agreement. Subject to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Second Lien Notes Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Second Lien Notes Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Second Lien Notes Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash

Collateral), or a finding by the Court, or an acknowledgement by any party, that any Diminution in Value has occurred.

(e) *Fees and Expenses*. As additional adequate protection, the Debtors shall, and are authorized and directed, subject in all respects to the conditions and limitations set forth in this paragraph, to pay in full in cash and in immediately available funds: (i) within eight (8) business days after the Debtors' receipt of invoices thereof (with a copy to the Committee Advisors, the FCR Advisors, and the United States Trustee), the reasonable and documented professional fees and expenses, arising before the Petition Date, of (A) one (1) legal counsel and (B) other third-party consultants and financial advisors solely to the extent required by the terms of an executed engagement letter with the Debtors for each of (x) the Second Lien Indenture Trustee (including the reasonable and documented fees and expenses incurred by Wilmer Cutler Pickering Hale and Dorr LLP, solely in its capacity as counsel to the Second Lien Indenture Trustee ("**WilmerHale**"), (y) the Second Lien Collateral Trustee (including the reasonable and documented fees of Alston & Bird, LLP, solely in its capacity as counsel to the Second Lien Collateral Trustee), and (z) the ad hoc group of holders of Prepetition First Lien Indebtedness, Second Lien Notes and Unsecured Notes (as defined in the Motion), acting as an ad hoc group and, for purposes of this Order, acting in its capacity as a secured creditor (the "**Ad Hoc Cross-Holder Group**"), (including, without limitation, the reasonable and documented fees and expenses incurred by Paul, Weiss, Rifkind, Wharton & Garrison LLP, AlixPartners LLP, Perella Weinberg Partners L.P., Matheson LLP, IQVIA, Inc., Epstein Becker & Green P.C., NautaDutilh, and, from and after the Petition Date, one local legal counsel in each non-U.S. based jurisdiction the Debtors are incorporated and/or domiciled to the extent such professionals are reasonably necessary to represent the interests of the Ad Hoc Cross-Holder Group in connection with the Cases, in each

case, solely in their capacity as advisors to the Ad Hoc Cross-Holder Group, with each member acting in its capacity as a secured creditor (collectively, the "**Ad Hoc Cross-Holder Advisors**")) which, solely as to any financial advisor or investment banker, are subject to the terms of any engagement letter or reimbursement agreement previously agreed to by the Debtors in writing (*provided, that*, for the avoidance of doubt, the Debtors cannot revoke or modify their consent after entry of this Final Order so long as this Final Order is in effect) or Prepetition Document, *provided, however*, the individual holders of the Second Lien Notes shall not be entitled to reimbursement for fees and expenses of their own advisors pursuant to this Final Order; and (ii) subject to paragraph 26 and the limitations set forth in this paragraph 5(e)(i), on a monthly basis, within eight (8) business days of the Debtors' receipt of invoices thereof, the reasonable and documented fees and expenses, arising subsequent to the Petition Date, incurred by the Second Lien Indenture Trustee (including the reasonable and documented fees and expenses of WilmerHale), the Second Lien Collateral Trustee (including the reasonable and documented fees and expenses of Alston & Bird LLP, solely in its capacity as counsel to the Second Lien Collateral Trustee), and the Ad Hoc Cross-Holder Group, acting as an ad hoc group ((including, but not limited to, the reasonable and documented fees and expenses of the Ad Hoc Cross-Holder Advisors) which, solely as to any financial advisor or investment banker, are subject to the terms of any engagement letter or reimbursement agreement previously agreed to by the Debtors in writing (*provided, that*, for the avoidance of doubt, the Debtors cannot revoke or modify their consent after entry of this Final Order so long as this Final Order is in effect) or Prepetition Document, *provided, however*, the individual holders of the Second Lien Notes shall not be entitled to reimbursement for fees and expenses of their own advisors) solely for so long as, and only to the extent that, the Ad Hoc Cross-Holder Advisors and the Ad Hoc Cross-Holder Group, or any member thereof (as to the Ad Hoc

Cross-Holder Advisors' fees and expenses), the Second Lien Indenture Trustee or the Second Lien Indenture Trustee acting on behalf of any other party (as to WilmerHale's fees and expenses), and the Second Lien Collateral Trustee or the Second Lien Collateral Trustee acting on behalf of any other party (as to Alston & Bird, LLP's fees and expenses), (1) does not take any action in violation of the 1L-2L Intercreditor Agreement, (2) does not encourage, solicit, or support any third party to take any action that would violate the 1L-2L Intercreditor Agreement if such action were taken by the Ad Hoc Cross-Holder Group or any member thereof, the Second Lien Indenture Trustee, the Second Lien Collateral Trustee, or any other Prepetition Second Lien Notes Party including, without limitation, in each case of (1) and (2), any direct or indirect challenge of the Prepetition First Lien Secured Parties' right to credit bid or pursue a transaction pursuant to which the First Lien Collateral Trustee credit bids up to the full amount of the Prepetition First Lien Secured Parties' respective claims, (3) does not object, or encourage, solicit, or support any third party to object, to any bidding procedures order (as long as such bidding procedures order (i) has a timeline that is not materially shorter than the timeline set forth in the bidding procedures previously provided to the Ad Hoc Cross-Holder Advisors, (ii) does not provide for the payment of any break-up fee or similar fee (other than any expense reimbursement) that other bidders are required to overbid, (iii) does not require cash payments from the Prepetition Second Lien Notes Secured Parties to the Prepetition First Lien Secured Parties in an amount in excess of the First Priority Obligations (as defined in the 1L-2L Intercreditor Agreement), and (iv) does not impose unduly burdensome requirements on the Prepetition Second Lien Notes Secured Parties' or their designee's ability to participate in the sale process as a potential purchaser of the Debtors' assets as compared to other bidders (other than the Stalking Horse Bidder), or any sale order, in each case, supported by the Debtors and the Ad Hoc First Lien Group or the entry of the Interim Order

or this Final Order, (4) does not take any position in or out of court in furtherance of, or to advance the interests of, any holder of Unsecured Notes or unsecured claims (including, without limitation, any Ad Hoc Cross-Holder Group member in its capacity as a holder of Unsecured Notes or unsecured claims) that would be prohibited by the 1L-2L Intercreditor Agreement if such position were taken by a holder of Second Lien Notes, and (5) does not file, or encourage, solicit, or support any third party to file, any Challenge (as defined below). None of the foregoing fees and expenses shall be subject to separate approval by this Court or require compliance with the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments. Any payments made pursuant to this paragraph shall be without prejudice to whether any such payments should be recharacterized or reallocated pursuant to section 506(b) of the Bankruptcy Code as payments of principal, interest or otherwise.

(f) *Reporting Requirements*. As additional adequate protection, the Debtors shall (x) for so long as Parent is required to file periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, promptly provide the Ad Hoc Cross-Holder Advisors with a copy of any such report that Parent files with the SEC (it being understood that the filing of such report with the SEC on EDGAR or any successor platform being sufficient), (y) for so long as Parent is not required to file periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act (as defined in the First Lien Indentures), comply with the reporting requirements in section 4.03(c) of the Second Lien Indenture with copies to the Committee Advisors, the FCR, and the FCR Advisors, *provided, however,* in no event shall such reporting provided under clauses (x) or (y) be required to (i) contain any consolidating and other financial statements and data that would be required by Sections 3-10, 3-16, 13-01, and 13-02 of Regulation S-X under the Securities Act

(as defined in the First Lien Indentures), (ii) include any certifications that would be required under the Sarbanes Oxley Act of 2002, (iii) comply with Regulation G under the Exchange Act or Item 10(e) of Regulation S-K with respect to any "non-GAAP" financial information contained therein, (iv) contain any information and data required by Item 402(b) of Regulation S-K under the Securities Act and information regarding executive compensation and related party disclosure related to SEC Release Nos. 33-8732A, 34-54302A, and IC-27444A, and (v) include any unqualified auditor opinion in respect of any financial statements contained therein; and (z) provide, subject to any applicable limitations set forth below, the following additional reporting to the Second Lien Indenture Trustee, the Second Lien Collateral Trustee, and the Ad Hoc Cross-Holder Advisors (*provided*, that any reporting provided to WilmerHale, and the Ad Hoc Cross-Holder Advisors under this paragraph 5(f) shall only be shared with those advisors that are bound by obligations of confidentiality pursuant to a confidentiality agreement entered into with the Debtors):

i. at the times specified in paragraph 3(c) hereof, the Variance Report required by paragraph 3(c) hereof;

ii. timely delivery of each Proposed Budget as set forth in this Final Order;

iii. notice of the occurrence of the Debtors' Liquidity falling below the Minimum Liquidity Amount at the end of any week and the amount of such Liquidity as of such time;

iv. within 45 days after each month end, beginning with the quarter ended September 30, 2022, on a consolidated basis for Debtors and non-Debtors combined, a quarterly and year-to-date income statement and balance sheet; and

provided that nothing in this paragraph 5(f) shall require the Debtors (or any of their advisors) to take any action that would conflict with any applicable requirements of law or any binding agreement, or that would waive any attorney-client or similar privilege (it being understood and agreed that (i) the Debtors shall use commercially reasonable efforts to take any such action required under this paragraph 5(f) in a way that would not conflict with any applicable requirements of law or any binding agreement, or that would waive any attorney-client or similar privilege and (ii) if any such Debtor (or any such advisor), in reliance on this proviso, elects to withhold any information that would otherwise be required to be provided pursuant to this paragraph 5(f), the Debtors shall provide written notice to the Ad Hoc Cross-Holder Advisors of such election and specify in such notice the basis for the Debtors' (or the applicable advisor's) election to withhold such information and identify in such notice the type of information it has elected to withhold to the extent not prohibited by applicable law).

(g) *Miscellaneous*. Except for (i) the Carve Out, (ii) the First Lien Adequate Protection Liens, (iii) First Lien Adequate Protection Superpriority Claims, and (iv) as otherwise provided in paragraph 5, and subject to the Intercreditor Agreements, the Second Lien Adequate Protection Liens, and Second Lien Adequate Protection Superpriority Claims granted to the Prepetition Second Lien Notes Secured Parties pursuant to paragraph 5 of this Final Order shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, and shall not be subordinated to any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

6. ***Carve Out***

(a) *Priority of Carve Out*. Each of the Prepetition Liens, Adequate Protection Liens, and Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve Out (as defined below).

(b) *Definition of Carve Out*. As used in this Final Order, the "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $250,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (collectively, the "**Debtor Professionals**") and any Committee pursuant to section 328 or 1103 of the Bankruptcy Code (collectively, the "**Committee Professionals**") and the FCR and persons or firms retained by the FCR pursuant to an order of the Court (collectively, the "**FCR Professionals**" and, together with the Debtor Professionals and the Committee Professionals, the "**Professional Persons**"), including the reasonable and documented out-of-pocket expenses of any member of any Committee (but not including fees and expenses of any counsel or advisor to such member), at any time before or on the first business day following delivery by the Ad Hoc First Lien Group of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice, (the amounts set forth in clauses (i) through (iii), the "**Pre-Carve Out Trigger Notice Cap**"); (iv) Allowed Professional Fees of Professional Persons, including the reasonable and documented out-of-pocket

expenses of any member of any Committee (but not including fees and expenses of any counsel or advisor to such member), in an aggregate amount not to exceed $25 million incurred after the first business day following delivery by the Ad Hoc First Lien Group of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise; and (v) all amounts required to be paid to (x) PJT Partners LP on account of any transaction fees earned at any time under that certain engagement letter between PJT Partners LP and the Debtors, dated as of September 21, 2021, and (y) transaction fees (if any) earned at any time by the Committee Professionals or the FCR Professionals, payable under sections 328, 330, and/or 331 of the Bankruptcy Code, to the extent not yet paid or due as of the delivery of a Carve Out Trigger Notice and allowed by a separate order of this Court at any time (the amounts set forth in clause (iv) above and this clause (v) being the "**Post-Carve Out Trigger Notice Cap**"). For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by email (or other electronic means) by the Ad Hoc First Lien Group to the Debtors, their lead restructuring counsel (Skadden, Arps, Slate, Meagher & Flom LLP), the U.S. Trustee, and counsel to any Committee, which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined below) stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserves*. Notwithstanding the occurrence of a Termination Event (as defined below), on the day on which a Carve Out Trigger Notice is given by the Ad Hoc First Lien Group (the "**Termination Declaration Date**"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees plus reasonably estimated fees and expenses not yet allowed for

the period through and including the Termination Declaration Date (the "**Allowed and Estimated Professional Fees**"). The Debtors shall deposit and hold such amounts in a segregated account in trust to pay the Allowed and Estimated Professional Fees (the "**Pre-Carve Out Trigger Notice Reserve**") prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the "**Post-Carve Out Trigger Notice Reserve**" and, together with the Pre-Carve Out Trigger Notice Reserve, the "**Carve Out Reserves**") prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in the Pre-Carve Out Trigger Notice Cap (the "**Pre-Carve Out Amounts**"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, any such excess shall be paid to the Prepetition First Lien Secured Parties in accordance with their respective rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay all the amounts set forth in the Post-Carve Out Trigger Notice Cap (the "**Post-Carve Out Amounts**"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, any such excess shall be used first to pay any unpaid Pre-Carve Out Amounts until paid in full, and then paid to the Prepetition First Lien Secured Parties in accordance with their respective rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition Documents or this Final Order: (i) following delivery of a Carve Out

Trigger Notice, the First Lien Collateral Trustee shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the First Lien Collateral Trustee for application in accordance with the Prepetition Documents and Intercreditor Agreements; (ii)(A) disbursements by the Debtors from the Carve Out Reserves shall not increase or reduce the Prepetition Secured Indebtedness, (B) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (C) in no way shall the Approved Budget, Proposed Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors; and (iii) the Carve Out shall be senior to all liens and claims securing the Prepetition Secured Indebtedness, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, any claims arising under section 507(b) of the Bankruptcy Code, and any and all other forms of adequate protection, liens, or claims securing the Prepetition Secured Indebtedness. Notwithstanding anything to the contrary herein, if either of the Carve Out Reserves is not funded in full in the amounts set forth herein, then any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth herein, prior to making any payments to the Prepetition Secured Parties. Unless otherwise ordered by the Court, the automatic stay provisions of Bankruptcy Code section 362 are hereby modified to permit the Prepetition First Lien Secured Parties to retain and apply all collections or remittances from any Carve Out Reserve subject to and in accordance with this Final Order, the Credit Documents, the First Lien Notes Documents, and the Intercreditor Agreements

to the extent the Prepetition First Lien Secured Parties are entitled to any excess from the Carve Out Reserves.

(d) *Professional Fee Reserve Account.* Upon entry of this Final Order, the Debtors shall establish a separate segregated account not subject to the control or liens of any party, which shall be for the sole purpose of paying unpaid Allowed Professional Fees (the "**Professional Fee Reserve Account**"). Within ten (10) business days of a Professional Person submitting an invoice to the Debtors for professional fees, the Debtors shall fund the Professional Fee Reserve Account in an amount equal to 20% of the professional fees set forth in such invoice, including, without limitation, any additional amounts required to be held back pursuant to an order of the Court (such professional fees, expenses, and additional amounts, the "**Reserve Amounts**"). Upon release of any Reserve Amounts from the Professional Fee Reserve Account and payment thereof to the applicable Professional Person, the Professional Fee Reserve Account shall be decreased on a dollar-for-dollar basis for the amount paid to such Professional Person. Upon the delivery of a Carve Out Trigger Notice, all funds in the Professional Fee Reserve Account shall be used first to pay the Pre-Carve Out Amounts. If, after payment in full of all amounts included in the Pre-Carve Out Trigger Notice Cap and Post-Carve Out Trigger Notice Cap, the Professional Fee Reserve Account has not been reduced to zero, all remaining funds shall be returned to the Prepetition Secured Parties. For the avoidance of doubt, the Debtors' obligations to pay Allowed Professional Fees shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account.

(e) *No Direct Obligation To Pay Allowed Professional Fees*. Subject to the terms of the restructuring support agreement, dated August 16, 2022, by and between the Debtors and certain of the Prepetition First Lien Secured Parties (the "**RSA**"), the Prepetition Secured

Parties reserve the right to object to the allowance of any fees and expenses, whether or not such fees and expenses were incurred in accordance with the Approved Budget. Except for permitting the funding of the Carve Out Reserves as provided herein, none of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code ("**Successor Cases**"). Nothing in this Final Order or otherwise shall be construed to obligate the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *Payment of Carve Out After the Termination Declaration Date*. Any payment or reimbursement made after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar for-dollar basis; *provided, however*, if the Debtor Professionals use their retainers to pay such Allowed Professional Fees, such payments shall not reduce the Carve Out.

7. ***Access and Information***. Subject to the Prepetition Documents, upon reasonable prior written notice (as applicable, including via acknowledged electronic mail) during normal business hours, the Debtors shall permit the Ad Hoc First Lien Advisors, to (a) have reasonable access to information regarding the operations, business affairs, and financial condition of the Debtors, (b) have reasonable access to and inspect the Debtors' properties, and (c) discuss the Debtors' affairs, finances, and condition with the Debtors' advisors; it being understood that nothing in this paragraph shall require the Debtors (or any of their advisors) to take any action that

would conflict with any applicable requirements of law or any binding agreement, or that would waive any attorney-client or similar privilege.

8. ***Termination.*** Subject to the Remedies Notice Period (as defined below) and paragraph 6, the Debtors' right to use the Cash Collateral pursuant to this Final Order shall automatically cease without further court proceedings on the Termination Date (as defined herein). As used herein, "Termination Events" means any of the events set forth in paragraphs 8(a) through (p) of this Final Order (each such events a "**Termination Event**"):

(a) A Final Order acceptable to the Debtors and the Ad Hoc First Lien Group is not entered by the Court by 11:59 p.m. on October 21, 2022;

(b) The violation of any material term of this Final Order or the material violation of this Final Order by the Debtors that is not cured within five (5) business days of receipt by the Debtors of notice, with a copy to counsel to any Committee and counsel to the FCR, from the Ad Hoc First Lien Group of such default, violation or breach (which may be provided to the Debtors by e-mail);

(c) Entry of any order modifying, reversing, revoking, staying for a period in excess of four (4) business days, rescinding, vacating, or amending this Final Order in a manner materially adverse to the rights, interests, priorities, or entitlements of the Prepetition First Lien Secured Parties or that materially modifies any of the Debtors' obligations to the Prepetition First Lien Secured Parties, in each case, without the express written consent of the Ad Hoc First Lien Group;

(d) Any of the Cases is dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or without the express written consent of the Ad Hoc First Lien Group, a trustee under chapter 11 of the Bankruptcy Code, an examiner with expanded powers is appointed in any

of the Cases, or the Cases are transferred or there is a change of venue outside of the Second Circuit or Third Circuit, or any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any of the foregoing, except where a dismissal or conversion is for a Debtor that, at the time of such dismissal, has dormant business activities and a fair market value of less than $250,000;

(e) Any Debtor files any motion, pleading, or proceeding seeking or consenting to the granting of, or an order is entered granting, any claim, lien (except for the Permitted Prior Liens) or other interest that is *pari passu* with or senior to any of the Prepetition First Liens, First Lien Adequate Protection Liens or First Lien Adequate Protection Superpriority Claims;

(f) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, (i) the invalidation, subordination, or other challenge to the Prepetition Secured Indebtedness, the Prepetition Liens, Adequate Protection Liens, the Adequate Protection Superpriority Claims or (ii) any relief under sections 506(c) or 552 of the Bankruptcy Code with respect to any Prepetition Collateral or any Collateral, including the Cash Collateral, or against any of the Prepetition Secured Parties, *provided* that if the Debtors provide any response to any discovery request or make a witness available for deposition in connection with the foregoing, such action shall not be a violation of this clause;

(g) Any Debtor files any motion, pleading, or proceeding that would, if the relief sought therein were granted, result in a Termination Event (other than a Termination Event under this paragraph 8(g)), and such motion, pleading, or proceeding is not dismissed or withdrawn (as applicable) within three (3) business days after receipt by the Debtors of notice (which may be

by e-mail), with a copy to counsel to any Committee and counsel to the FCR, that the Ad Hoc First Lien Group has determined that such motion, pleading, or proceeding, if the relief sought therein were granted, would give rise to such a Termination Event;

(h) The entry by this Court of an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code to any entities other than the Prepetition Secured Parties with respect to any material portion of the Collateral (except for the Permitted Prior Liens), *provided, however,* this clause shall only be triggered if at least three (3) business days before the hearing to approve such order, the Ad Hoc First Lien Group provides written notice to the Debtors (which may be provided to the Debtors by e-mail), with a copy to counsel to any Committee and counsel to the FCR, that the Ad Hoc First Lien Group objects to such relief under the circumstances described in this paragraph 8(h);

(i) The entry of a subsequent order of the Court authorizing the use of Cash Collateral by any Debtor that is not a Prepetition Loan Party in violation of this Final Order without the written consent of the Ad Hoc First Lien Group;

(j) The failure by the Debtors to make any payment required pursuant to this Final Order when due; *provided* that such failure remains uncured for at least three (3) business days following a written notice (which may be provided to the Debtors by e-mail), with a copy to counsel to any Committee and counsel to the FCR, from the Ad Hoc First Lien Group;

(k) The failure by the Debtors to deliver to the First Lien Indenture Trustee, First Lien Collateral Trustee, Ad Hoc First Lien Group, or the Ad Hoc First Lien Advisors any of the documents or other information reasonably required to be delivered to such applicable party pursuant to this Final Order within five (5) business days following a request thereof from the First

Lien Indenture Trustee, First Lien Collateral Trustee, Ad Hoc First Lien Group, or the Ad Hoc First Lien Advisors pursuant to the terms of this Final Order;

(l) The Debtors' failure to (i) comply with an Approved Budget as set forth in this Final Order except with respect to Permitted Variances or (ii) at the end of any week, maintain Liquidity in an amount equal to or greater than the Minimum Liquidity Amount;

(m) The entry of an order of this Court approving the terms of any debtor in possession financing for any of the Debtors that is entered into without the written consent of the Ad Hoc First Lien Group;

(n) The Debtors shall file a chapter 11 plan that is not acceptable to the Ad Hoc First Lien Group or shall seek to modify, amend or waive any provision of a chapter 11 plan previously deemed acceptable by the Ad Hoc First Lien Group without the written consent of the Ad Hoc First Lien Group;

(o) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or a final non-appealable order (i.e., no appeal has been filed within 14 days after entry of such order) is entered granting, any termination and/or shortening, reduction of the Debtors' exclusive periods to file and/or solicit a chapter 11 plan pursuant to the Bankruptcy Code (collectively, the "**Exclusive Periods**") or the Debtors otherwise do not seek to extend the Exclusive Periods if and when applicable, in each case, unless otherwise agreed in writing by the Ad Hoc First Lien Group; and

(p) Termination of the RSA in accordance with its terms.

9. ***Remedies after a Termination Date.***

(a) Notwithstanding anything contained herein, the Debtors' authorization to use Cash Collateral hereunder shall automatically terminate (except for purposes of funding the Carve Out, as provided in paragraph 6) on the date (such date, the "**Termination Date**") that is the earlier of (i) the effective date of any chapter 11 plan with respect to the Debtors confirmed by the Court or (ii) five (5) business days from the date (the "**Termination Declaration Date**") on which written notice of the occurrence of any Termination Event is given by the Ad Hoc First Lien Group (which notice may be given by electronic mail (or other electronic means)) to Debtors' counsel, each Committee's counsel, the FCR's counsel, and the U.S. Trustee (the "**Termination Declaration**," and such period commencing on the Termination Declaration Date and ending five (5) business days later, the "**Remedies Notice Period**"); *provided* that, until expiration of the Remedies Notice Period, the Debtors may (a) continue to use Cash Collateral to make payments in respect of expenses reasonably necessary to keep the business of the Debtors operating, solely in accordance with the Approved Budget and this Final Order, (b) contest or cure any alleged Termination Date, and (c) seek other relief as provided for in this paragraph; and *provided*, *further*, that the Debtors may continue to use Cash Collateral during or after expiration of the Remedies Notice Period solely to the extent necessary to fund the Carve Out Reserves subject to paragraph 6 hereof. Upon the expiration of the Remedies Notice Period, the First Lien Collateral Trustee (with the prior written approval of the Ad Hoc First Lien Group) and the other Prepetition First Lien Secured Parties shall be entitled to move on five (5) days' notice to modify the automatic stay to allow them to exercise all rights and remedies in accordance with the Prepetition Documents, Intercreditor Agreements, and this Final Order with respect to the Debtors' use of Cash Collateral;

provided, however that nothing herein shall prejudice the right of any party-in-interest to object to such relief.

(b) During the Remedies Notice Period, if applicable, the Debtors, the Committees, and/or any party in interest shall be entitled to seek an emergency hearing with the Court to (i) contest the existence of a Termination Event, and/or (ii) seek nonconsensual use of Cash Collateral and continue the automatic stay; *provided* that if a hearing to consider the foregoing is requested to be heard before the end of the Remedies Notice Period but is scheduled for a later date by the Court, the Remedies Notice Period shall be automatically extended to the date of a ruling in respect of such hearing. Upon expiration of the Remedies Notice Period, if applicable, the First Lien Collateral Trustee (with the prior written approval of the Ad Hoc First Lien Group), and the other Prepetition First Lien Secured Parties shall be permitted to exercise all rights and remedies in accordance with the Prepetition Documents, Intercreditor Agreements, and this Final Order, and as otherwise available at law or in equity without further order of or application or motion to this Court consistent with this Final Order, in each case, subject to the automatic stay provisions of the Bankruptcy Code.

(c) Nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing regarding modification or imposition of the automatic stay under Bankruptcy Code section 362(a), use Cash Collateral, or to obtain any other injunctive relief. Any delay or failure of the First Lien Collateral Trustee and/or the other Prepetition First Lien Secured Parties to exercise rights under the Prepetition Documents, the Intercreditor Agreements, or this Final Order shall not constitute a waiver of its respective rights hereunder, thereunder or otherwise. The occurrence of the Termination Date or a Termination Event shall not affect the validity, priority, or enforceability of any and all rights, remedies,

benefits, and protections provided to any of the Prepetition Secured Parties under this Final Order, which rights, remedies, benefits, and protections shall survive the Termination Date or the delivery of a Termination Declaration.

10. ***Payments Free and Clear***. Any and all payments or proceeds remitted to the Prepetition First Lien Secured Parties and the Prepetition Second Lien Notes Secured Parties pursuant to the provisions of this Final Order or any subsequent order of this Court shall be irrevocable (subject to the limitations in this Final Order, including paragraphs 4(d), 4(g), 5(e), and 19 of this Final Order), received free and clear of any claim, charge, assessment or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code sections 506(c) (whether asserted or assessed by, through or on behalf of the Debtor) or 552(b).

11. ***Limitation on Charging Expenses Against Collateral.*** All rights to surcharge the interests of the Prepetition Secured Parties in any Prepetition Collateral or any Collateral under section 506(c) of the Bankruptcy Code or any other applicable principle or equity or law shall be and are hereby finally and irrevocably waived (subject to the rights reserved in paragraph 24 hereof), and such waiver shall be binding upon the Debtors and all parties in interest in the Cases.

12. ***Reservation of Rights of the Prepetition Secured Parties***. Except as expressly set forth in this Final Order, the entry of this Final Order is without prejudice to, and does not constitute or operate as a waiver of, expressly or implicitly, or otherwise impair any rights or remedies of any of the Prepetition First Lien Secured Parties or the Prepetition Second Lien Notes Secured Parties arising under or related to any of the Credit Documents, the First Lien Notes Documents, and/or the Second Lien Notes Documents, applicable law, these Cases (and any issue or dispute arising therein), or otherwise. This Final Order and the transactions contemplated

hereby shall be without prejudice to (a) the rights of any of the Prepetition Secured Parties to, subject to the Intercreditor Agreements, seek additional or different adequate protection, move to vacate the automatic stay, move for the appointment of a trustee or examiner, move to dismiss or convert the Cases, or to take any other action in the Cases and to appear and be heard in any matter raised in the Cases, or any party in interest from contesting any of the foregoing and (b) any and all rights, remedies, claims and causes of action which the Prepetition Secured Parties may have against any non-Debtor party. For all adequate protection purposes throughout the Cases, each of the Prepetition Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date and, for the avoidance of doubt, such request will survive termination of this Final Order. Without limiting the foregoing, any delay in, or failure of, the Administrative Agent, any of the Prepetition First Lien Loan Secured Parties, the First Lien Indenture Trustee, the First Lien Collateral Trustee, and/or any of the Prepetition First Lien Notes Secured Parties, or the Second Lien Indenture Trustee, the Second Lien Collateral Trustee, and/or any of the Prepetition Second Lien Notes Secured Parties to seek relief or otherwise assert or exercise any of their rights or remedies shall not constitute a waiver of any right or remedy and all such rights and remedies are reserved and preserved in all respects. Notwithstanding anything to the contrary in the Prepetition Documents or this Final Order, the respective rights of all parties with respect to the Debtors' use and application of any Unencumbered Cash (as defined below), if any, (including the timing of such use and/or application, including from and after the Petition Date) toward, among other things, the payment of administrative expenses claims and claims from and after the Petition Date in accordance with the Bankruptcy Code are hereby reserved, and the consents granted herein or in connection with any agreement with respect to the terms of this Final Order by the Prepetition

Secured Parties (including the Ad Hoc First Lien Group) and the Debtors are not a waiver or admission with respect to any of the foregoing issues and matters and shall not be construed as a waiver or an admission on such issues and matters.

13. ***Modification of Automatic Stay***. The Debtors are authorized to perform all acts and to make, execute, and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Final Order and the transactions contemplated hereby. Subject to Paragraph 9(a) of this Final Order, the stay of section 362 of the Bankruptcy Code is hereby modified to permit the parties to accomplish the transactions contemplated by this Final Order.

14. ***Survival of Final Order***. The provisions of this Final Order shall be binding upon any trustee appointed during the Cases or upon a conversion to cases under chapter 7 of the Bankruptcy Code, and any actions taken pursuant hereto shall survive entry of any order which may be entered converting the Cases to chapter 7 cases, dismissing the Cases under section 1112 of the Bankruptcy Code or otherwise, confirming or consummating any plan(s) of reorganization or liquidation or otherwise, or approving or consummating any sale of any Prepetition Collateral or Collateral, whether pursuant to section 363 of the Bankruptcy Code or included as part of any plan. The terms and provisions of this Final Order, as well as the priorities in payments, liens, and security interests granted pursuant to this Final Order shall continue notwithstanding any conversion of the Cases to chapter 7 cases under the Bankruptcy Code, dismissal of the Cases, confirmation or consummation of any plan(s) of reorganization or liquidation, approval or consummation of any sale, or otherwise. Subject to the limitations described in this Final Order, including in paragraphs 4(d), 4(g), 5(e), and 19 of this Final Order, the adequate protection payments made pursuant to this Final Order shall not be subject to counterclaim, setoff,

subordination, recharacterization, defense or avoidance in the Cases or any subsequent chapter 7 cases or other proceeding (other than a defense that the payment has actually been made).

15. ***No Third-Party Rights***. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

16. ***Release***. Subject to the rights and limitations set forth in paragraph 19 of this Final Order, effective upon entry of the Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the Prepetition Secured Parties (each in their respective roles as such), and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, agents, and predecessors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the Prepetition First Lien Loans, the First Lien Notes, the Prepetition Second Lien Notes, the Prepetition Liens, the Prepetition Secured Indebtedness, the Prepetition Documents, the Intercreditor Agreements,

the Interim Order, or this Final Order, as applicable, and/or the transactions contemplated hereunder or thereunder including, without limitation, (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the Prepetition Secured Parties; *provided, however,* no such parties will be released to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, fraud, or willful misconduct.

17. ***Binding Effect***. The terms of this Final Order shall be valid and binding upon the Debtors, all creditors of the Debtors and all other parties in interest from and after the entry of this Final Order by this Court. Notwithstanding anything in this Final Order or any other agreement or document to the contrary, upon entry of this Final Order, the Ad Hoc First Lien Advisors shall provide written confirmation (the "**Requisite Group Notice**") to the Debtors, the First Lien Indenture Trustee, and the First Lien Collateral Trustee that (a) the Ad Hoc First Lien Group represents the holders of more than 50% of the sum of the aggregate outstanding principal amount of Secured Debt (as defined in the First Lien Collateral Trust Agreement) (including the face amount of outstanding letters of credit whether or not available or drawn) (the "**Required Holders**") and (b) each member of the Ad Hoc First Lien Group consents to the delivery by the Ad Hoc First Lien Advisors of any consents and waivers as a block on behalf of each member of the Ad Hoc First Lien Group pursuant to this Final Order. The Debtors, the Administrative Agent, the First Lien Indenture Trustee and the First Lien Collateral Trustee shall be permitted to rely upon the Requisite Group Notice. The Ad Hoc First Lien Advisors shall promptly provide written notice to the Debtors, the Administrative Agent, the First Lien Indenture Trustee, and the First

Lien Collateral Trustee if, at any time, the Ad Hoc First Lien Group no longer constitutes Required Holders (a "**Subsequent Group Notice**"). In the event the Ad Hoc First Lien Advisors provide a Subsequent Group Notice, consent and waiver rights under this Final Order in favor of the Ad Hoc First Lien Group shall be deemed to be in favor of the Required Holders (which consent or waiver may be provided by the First Lien Collateral Trustee, acting pursuant to an Act of Required Secured Parties (as defined in the First Lien Collateral Trust Agreement)), unless and until the Ad Hoc First Lien Advisors provide a Requisite Group Notice providing written confirmation that the Ad Hoc First Lien Group constitutes holders representing Required Holders. Notwithstanding anything to the contrary in this Final Order, nothing in this Final Order prejudices the Prepetition First Lien Secured Parties' respective rights under the First Lien Collateral Trust Agreement.

18. ***Reversal, Stay, Modification or Vacatur***. In the event the provisions of this Final Order are reversed, stayed, modified or vacated by court order following notice and any further hearing, such reversals, modifications, stays or vacatur shall not affect the rights and priorities of the Prepetition Secured Parties granted pursuant to this Final Order, subject to Paragraph 19 hereof. Notwithstanding any such reversal, stay, modification or vacatur by court order, any indebtedness, obligation or liability incurred by the Debtors pursuant to this Final Order arising prior to the First Lien Collateral Trustee's or Second Lien Collateral Trustee's receipt of notice of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Secured Parties shall continue to be entitled to all of the rights, remedies, privileges and benefits, including any payments authorized herein and the security interests and liens granted herein, with respect to all such indebtedness, obligation or liability, and the validity of any payments made or obligations owed or credit extended or lien or

security interest granted pursuant to this Final Order is and shall remain subject to the protection afforded under the Bankruptcy Code.

19. ***Reservation of Certain Third-Party Rights and Bar of Challenge and Claims***.

(a) Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this Final Order, including, the Debtors' Stipulations, shall be binding upon all other parties in interest, including any Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) by (A) except as to any Committee or the FCR, seventy-five (75) calendar days after entry of this Final Order, and (B) in the case of any such adversary proceeding or contested matter filed by any Committee or the FCR, on or prior to January 20, 2023; *provided*, *further,* that either Committee and/or the FCR may file a standing motion seeking to commence any Challenge and an adversary proceeding seeking to prosecute such Challenge in parallel without having to first obtain standing to pursue such adversary proceeding (and for the avoidance of doubt, the foregoing shall impact only the timing of filing of such standing motion and/or adversary proceeding and shall have no effect on the merits of granting such standing motion or the prosecution of such adversary proceeding), subject to further extension by written agreement of the Debtors and the Ad Hoc First Lien Group (which may be by email) or further extension by the Court for cause shown upon a

motion filed and served within the applicable period (in each case, a "**Challenge Period**" and, the date of expiration of each Challenge Period, a "**Challenge Period Termination Date**"); *provided*, *however*, that the Committees and the FCR (i) agree not to object to entry of any bidding procedures order on the basis that the Challenge Period is pending and (ii) shall agree on a Challenge litigation schedule that provides for a hearing or trial on any such Challenge to be sufficiently in advance of the sale hearing to be held in accordance with the RSA and any bidding procedures order (subject to the availability of the Court); *provided*, *further*, *however*, that if, prior to the end of the Challenge Period, (x) the cases convert to chapter 7, or (y) a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (I) the time remaining under the Challenge Period plus ten (10) days or (II) such other time as ordered by the Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); (ii) seeking to avoid, object to, or otherwise challenge the findings, stipulations, admissions, or releases, or Debtors' Stipulations regarding: (A) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Secured Parties; or (B) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Secured Indebtedness (any such claim, a "**Challenge**"); and (iii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter.

(b) Upon the expiration of the Challenge Period without the filing of a Challenge (or if any such Challenge is filed and overruled): (i) any and all such Challenges by any party (including, without limitation, any Committee, the FCR, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case)

shall be deemed to be forever barred; (ii) the Prepetition Secured Indebtedness shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization (other than as set forth in this Final Order), defense, or avoidance for all purposes in the Debtors' Cases and any Successor Cases; (iii) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization (other than as set forth in this Final Order), subordination, or avoidance; and (iv) all of the Debtors' stipulations and admissions contained in this Final Order, including the Debtors' Stipulations, and all other waivers, releases, admissions, and other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties' claims, liens, and interests contained in this Final Order shall be in full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases.

(c) If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Final Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any challenges (including a Challenge) with respect to the Prepetition Documents, the Intercreditor Agreements, the Prepetition Liens, the Prepetition Secured Indebtedness, and a separate order of the Court conferring such standing on any

Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest, *provided* that the Challenge Period with respect to a Committee or the FCR shall be tolled by the simultaneous filing of a standing motion seeking to commence any Challenge and an adversary proceeding seeking to prosecute such Challenge by that Committee or the FCR as applicable, in accordance with paragraph 19(a) hereof.

20. ***Limitation on Use of Collateral and Cash Collateral.*** Notwithstanding anything to the contrary set forth in this Final Order, except as expressly permitted by this Final Order, or any other document, none of the Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds of any of the foregoing may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the Prepetition Secured Parties (in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the Prepetition Secured Parties under the Prepetition Documents, Intercreditor Agreements, the Interim Order, this Final Order or any other applicable document or agreement, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense,

adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the Prepetition Secured Parties to recover on the Prepetition Collateral or the Collateral or seeking affirmative relief against any of the Prepetition Secured Parties related to the Prepetition Secured Indebtedness; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the Prepetition Secured Indebtedness or the Prepetition Secured Parties' respective Prepetition Liens or security interests in the Prepetition Collateral or the Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against any of the Prepetition Secured Parties or the Prepetition Secured Parties' respective liens on or security interests in the Prepetition Collateral or the Collateral that would impair the ability of any of the Prepetition Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the Prepetition Secured Indebtedness, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including, without limitation, the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Secured Indebtedness; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to or in connection with the Prepetition Secured Indebtedness or the Prepetition Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (i) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Secured Indebtedness or the Prepetition Liens, *provided* that no more than (A) $1,000,000 of the proceeds of the Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used solely by any

Committee appointed in these Cases and (B) $50,000 of the proceeds of the Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used solely by the FCR, in each case, to investigate, within the Challenge Period, the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Secured Parties concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including, without limitation, the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Secured Indebtedness, including as otherwise described in this paragraph; *provided*, *further*, that nothing in this Final Order shall prejudice or limit the Committees from asserting an administrative expense claim against the Debtor for any fees and expenses incurred in connection with any action described in this paragraph 20 in excess of $1,000,000 and nothing in this Final Order shall prejudice any party in interest from objecting to the allowance of any such asserted administrative expense claim under sections 330 and 331 of the Bankruptcy Code (or any other section pursuant to which such administrative expense claims described in this paragraph 20 are asserted); and *provided, further*, that nothing in this paragraph shall prohibit the Debtors from exercising rights conferred to them in this Final Order.

21. ***Enforceability; Waiver of Any Applicable Stay***. This Final Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rule 6004(h), 6006(d), 7062 or 9014 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

22. ***Proofs of Claim***. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline

for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, (i) the Prepetition Secured Parties shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition Secured Indebtedness, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Documents or of any other indebtedness, liabilities, or obligations arising at any time thereunder or under the Interim Order or this Final Order or prejudice or otherwise adversely affect the Prepetition Secured Parties' rights, remedies, powers, or privileges under any of the Prepetition Documents, the Interim Order, this Final Order, or applicable law, (ii) the First Lien Collateral Trustee and the Prepetition First Lien Agents (on behalf of themselves and the other Prepetition First Lien Secured Parties) are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) in the applicable Debtor's Case, a single master proof of claim in the Cases for any and all claims of the Prepetition First Lien Secured Parties arising from the applicable Credit Documents and/or First Lien Notes Documents, and (iii) the Second Lien Collateral Trustee and Second Lien Indenture Trustee (on behalf of themselves and the other Prepetition Second Lien Notes Secured Parties) are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) in the applicable Debtor's Case, a single master proof of claim in the Cases for any and all claims of the Prepetition Second Lien Notes Secured Parties arising from the applicable Second Lien Notes Documents; *provided*, that nothing herein shall waive the right of any Prepetition Secured Party to file its own proofs of claim against any of the Debtors. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and

shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

23. ***Intercreditor Agreements***. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements and any other applicable intercreditor, subordination and/or turnover provisions contained in any of the Prepetition Documents or any of the Secured Debt Documents (as defined in each Collateral Trust Agreement), shall (a) remain in full force and effect, (b) continue to govern the relative obligations, priorities, rights and remedies of (i) the Prepetition First Lien Secured Parties in the case of the First Lien Collateral Trust Agreement, (ii) the Prepetition Second Lien Notes Secured Parties in the case of the Second Lien Collateral Trust Agreement, and (iii) the Prepetition First Lien Secured Parties and the Prepetition Second Lien Notes Secured Parties in the case of the 1L-2L Intercreditor Agreement, and (c) not be deemed to be amended, altered or modified by the terms of this Final Order.

24. ***Section 552(b) of the Bankruptcy Code***. The (i) Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, subject to section 552(b) of the Bankruptcy Code, and (ii) the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to any of the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral or the Collateral, *provided, however,* that notwithstanding the foregoing (a) nothing in this Final Order shall in any way restrict the Court from considering or applying the "equities of the case" exception under section 552(b) of the Bankruptcy Code *sua sponte*, and (b) either Committee may raise with the Court the Court's consideration of the application of the equities of the case exception under section 552(b) of the Bankruptcy Code, following proper notice and a hearing, in the event of (1) a successful Challenge, (2) a legal determination of the existence of material unencumbered Debtor

assets or a pending proceeding (other than a Challenge) seeking a legal determination of the existence of material unencumbered Debtor assets, or (3) the existence of material unencumbered Debtor assets as agreed by the Debtors, the Prepetition Secured Parties, and the Committees, in each case of (1), (2) or (3), consistent with the "equities of the case" exception under section 552(b) of the Bankruptcy Code.

25. ***No Marshaling.*** The Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral or the Collateral, except to the extent otherwise provided in this Final Order.

26. ***Expense Invoices; Disputes; Indemnification***.

(a) Any of the Debtors' obligations to pay, in accordance with this Final Order, the principal, interest, fees, payments, expenses, or any other amounts described in the Prepetition Documents or this Final Order as such amounts become due, shall not require the Debtors or any party to obtain further Court approval. For the avoidance of doubt, such payments include, without limitation, subject to the conditions and limitations set forth in this Final Order, the Administrative Agent's fees, including the fees of Simpson Thacher & Bartlett LLP, each First Lien Indenture Trustee's fees, the First Lien Collateral Trustee's fees, the Ad Hoc First Lien Group's fees, including the Ad Hoc First Lien Advisor fees, the Second Lien Indenture Trustee's fees, the Second Lien Collateral Trustee's fees, the Ad Hoc Cross-Holder Group's fees, including the Ad Hoc Cross-Holder Advisor fees, and the reasonable and documented fees and expenses of counsel and other professionals and any other principal, interest, fees, payments, expenses as set forth in

paragraphs 4 and 5 of this Final Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Final Order.

(b) The Prepetition Loan Parties shall be jointly and severally obligated to pay all reasonable and documented fees and expenses described above, which obligations, subject to Paragraph 19 hereof solely to the extent inconsistent with the Prepetition Documents, shall constitute Prepetition Secured Indebtedness. The Debtors shall pay the reasonable and documented professional fees and expenses of professionals to the extent provided for in paragraphs 4 and 5 of this Final Order without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date; *provided, that* copies of invoices for such professional fees, expenses and disbursements (the "**Invoiced Fees**") shall be served by email on the Debtors, the U.S. Trustee, counsel to any Committee, and counsel to the FCR who shall have five (5) business days (the "**Review Period**") to review and assert any objections thereto. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a list of professionals providing services, with rates and hours worked, and a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under

applicable law. The Debtors, any Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "**Disputed Invoiced Fees**") if, within the Review Period, a Debtor, any Committee that may be appointed in these Cases, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) business days' prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) Subject to any restrictions imposed by applicable law, nothing in this Final Order shall abrogate the indemnification provisions set forth in any of the Credit Documents or any of the First Lien Notes Documents.

27. ***Letters of Credit under the Credit Agreement.*** Following entry of this Final Order, the Debtors shall be authorized, but not directed, to request that the Issuing Banks (as defined in the Credit Agreement) extend, renew, or otherwise amend letters of credit issued under the Credit Agreement ("**Letters of Credit**"), in accordance with the practices and procedures in the Credit Agreement, and to take all actions reasonably appropriate with respect thereto (including seeking that the applicable beneficiaries of such letters of credit approve the same), and the Issuing Banks in their discretion are each authorized to extend, renew, or otherwise amend the Letters of Credit in accordance with the terms of the Credit Agreement, *provided* that no Issuing Bank or any other Prepetition First Lien Loan Secured Party shall have any obligation to extend, renew, or otherwise amend the Letters of Credit and the obligations of the parties with respect to the Letters of Credit, including, without limitation, the continued payment of Letters of Credit fees as they come due, shall not be modified by this Final Order.

28. ***Credit Bidding and Sale Provisions***. Subject to paragraph 19 of this Final Order and the last sentence of this paragraph, pursuant to and subject to section 363(k) of the Bankruptcy Code, (i) the First Lien Collateral Trustee may, subject to and in accordance with the Prepetition Documents and Intercreditor Agreements, credit bid, up to the full amount of the Prepetition First Lien Secured Parties' respective claims, including, for the avoidance of doubt, any secured claims arising under the Interim Order or this Final Order in favor of the Prepetition First Lien Secured Parties (including, without limitation, any claim secured by any Adequate Protection Lien, other than any Adequate Protection Lien secured by proceeds of Avoidance Actions, malpractice claims and proceeds thereof, prepetition insurance policies and proceeds thereof, and commercial tort claims and proceeds thereof), and (ii) subject to the terms of the 1L-2L Intercreditor Agreement, the Second Lien Collateral Trustee may, subject to and in accordance with the Prepetition Documents and Intercreditor Agreements, credit bid, up to the full amount of the Prepetition Second Lien Notes Secured Parties' respective claims, including, for the avoidance of doubt, any secured claims arising under the Interim Order or this Final Order in favor of the Prepetition Second Lien Notes Secured Parties (including, without limitation, any claim secured by any Adequate Protection Lien, other than any Adequate Protection Lien secured by proceeds of Avoidance Actions, malpractice claims and proceeds thereof, prepetition insurance policies and proceeds thereof, and commercial tort claims and proceeds thereof), in each case, in any sale of all or any portion of the Prepetition Collateral or the Collateral, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan; *provided, however,* that any credit bid by the Second Lien Collateral Trustee shall comply in all respects with the 1L-2L Intercreditor Agreement and the terms set forth in any bidding procedures and bidding procedures order entered by the Court; *provided*, *further,* that any and all

rights of the Committees and FCR with respect to credit bidding and/or any credit bid, including by the First Lien Collateral Trustee or Second Lien Collateral Trustee (in each case, either directly or through one or more acquisition vehicles), bidding procedures (except as otherwise expressly provided under paragraph 19(a) of this Final Order) or sale, are hereby fully reserved and preserved. No Debtor shall object to, or solicit, support, or encourage any objection to, any rights set forth in this paragraph and all relevant provisions of any Intercreditor Agreement or any of the Prepetition Documents shall apply and be binding with respect to any and all rights set forth in this paragraph. Subject to paragraph 5(e) of this Final Order, the Intercreditor Agreements, the Prepetition Documents and applicable law, any and all rights of any Prepetition First Lien Secured Party are fully reserved and preserved with respect to credit bidding and/or any credit bid (including by the First Lien Collateral Trustee or Second Lien Collateral Trustee (in each case, either directly or through one or more acquisition vehicles)), bidding procedures, or sale.

29. ***Information Sharing.*** Notwithstanding anything to the contrary herein, to the extent that information is required to or requested to be shared pursuant to this Final Order to parties that are subject to a confidentiality agreement with the Debtors (including, without limitation, pursuant to paragraphs 3(c), 3(e), 4(h), and 5(f)), such information is not required to be shared until the Debtors and the relevant recipients have, acting in good faith, agreed as to the application or non-application of any cleansing or blowout provision, if any, in any such confidentiality agreement, and until any such agreement has been reached, the Debtors reserve the right not to disclose any such information; *provided* that the foregoing restrictions do not apply to the Administrative Agent and Private Side Lenders to the extent they receive confidential information hereunder pursuant to the confidentiality provisions of the Credit Agreement. Notwithstanding anything to the contrary herein, the information shared pursuant to this Final

Order with the Committee Advisors (1) shall be subject, in all respects, to the terms of any applicable protective order, including the designation of certain information as highly confidential or professional eyes only pursuant to the terms thereof and (2) may be shared with members of the Committees subject, in all respects, to the terms of any applicable protective order, and only to the extent it is not designated as highly confidential or professional eyes only pursuant to the terms thereof. Notwithstanding anything to the contrary herein, the information shared pursuant to this Final Order with the FCR and FCR Advisors shall be subject, in all respects, to the terms of any applicable confidentiality arrangement.

30. ***Wholesaler Reservation of Rights.*** Notwithstanding any contrary provision of this Final Order, the Debtors' wholesalers retain all of (a) their rights, if any, under section 9-404 of the Uniform Commercial Code; and (b) their contractual defenses, if any, and the rights and defenses retained in each of clauses (a) and (b) are solely with respect to and in accordance with their respective agreements with the Debtors.

31. ***Texas Taxing Authorities.*** Notwithstanding any other provisions included in the Interim Order or this Final Order, or any agreements approved hereby, any statutory liens (collectively, the "**Bexar County Tax Liens**"), including business personal property liens, of Bexar County, Texas ("**Bexar County**") shall not be primed by nor made subordinate to any liens granted to any party hereby solely to the extent such Bexar County Tax Liens are valid, senior, perfected, and unavoidable, and all parties' respective rights to object to the priority, validity, amount, and extent of the claims and liens asserted by Bexar County are fully preserved.

32. ***Hartford Fire Insurance Company.*** Nothing in the Cash Collateral Motion or this Final Order (or any interim cash collateral order) shall in any way prime, if applicable, or affect the rights, if any, of The Hartford Fire Insurance Company or any of its affiliates ("**Surety**") as to:

a) any funds it is holding and/or being held for it presently or in the future, whether in trust, as security, or otherwise, including any proceeds due or to become due any of the Debtors or their non-debtor affiliates in relation to contracts bonded by the Surety; (b) any substitutions or replacements of said funds including accretions to and interest earned on said funds; (c) any letter of credit relating to any indemnity, collateral trust, bond (or similar instrument) or agreements between or involving the Surety and any of the Debtors or any of the Debtors' non-debtor affiliates; (d) any indemnity or indemnity-related agreement in favor of the Surety; (e) any collateral or collateral-related agreement in favor of the Surety; or (f) any bond or similar instrument issued by the Surety on behalf of any of the Debtors or their non-debtor affiliates (collectively (a) to (f), ("**Surety Assets**"). Nothing in the Cash Collateral Motion or this Final Order (or any interim cash collateral order) shall affect the rights, if any, of the Surety under any current or future indemnity, collateral trust, or related agreements between or involving the Surety and any of the Debtors or any of the Debtors' non-debtor affiliates as to the Surety or otherwise. In addition, nothing in the Cash Collateral Motion or this Final Order (or any interim cash collateral order) shall prime or otherwise impact, in each case, as applicable, and solely to the extent of any rights: (x) current or future setoff and/or recoupment rights or trust fund claims and/or the lien rights of the Surety or of any party to whose rights the Surety has or may become subrogated; and/or (y) any existing or future subrogation or other common law rights of the Surety. In addition, notwithstanding anything in the Cash Collateral Motion or this Final Order (or any interim cash collateral order) to the contrary, the rights, claims and defenses of the Surety, if any, including but not limited to, rights under any properly perfected liens and claims and/or claim for equitable rights of subrogation, are fully preserved. Nothing herein is an admission by the Surety or the Debtors, or a determination

by the Bankruptcy Court, regarding any claims under any bonds, and the Surety and the Debtors reserve any and all rights, remedies and defenses in connection therewith.

33. ***Headings***. The headings in this Final Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Final Order.

34. ***Retention of Jurisdiction.*** The Court has and will retain jurisdiction to enforce this Final Order and with respect to all matters arising from or related to the implementation of this Final Order.

Dated: October 27, 2022
New York, New York

/s/ *James L. Garrity, Jr.*
HONORABLE JAMES L. GARRITY, JR
U.S. BANKRUPTCY JUDGE

SCHEDULE C
COMBINED WAGES ORDER

[Attached]

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**
	Related Docket Nos. 7, 91, 279, 325

COMBINED THIRD INTERIM AND FINAL 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

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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.

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 (a) additional interim relief with respect to the Debtors' long-term incentive plan, retention bonus plans, and severance plans for the period ranging from October 13, 2022 through November 10, 2022 (the "Third Interim Period"), and (b) final relief with respect to all other relief requested by the Motion, each as set forth in this combined third interim and final order (the "Combined Order") and the Court having reviewed the Motion and the First Day Declaration and held hearings to consider the relief requested in the Motion and granted the first interim order (the "Interim Order") and second interim order (the "Second 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 third interim or final basis as set forth herein.

2. Subject to the proviso at the end of this paragraph, the Debtors are hereby authorized, but not directed, on a final basis and 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 associated therewith; *provided, however* that, notwithstanding the foregoing, the LTIP, Non-Insider Retention Programs, and Severance Plan are approved on a further interim basis and payments thereunder during the Third Interim Period shall be limited to $93,156 in the aggregate as set forth in the Schedule of Third Interim Payments attached hereto as **Exhibit 1**.

3. For the avoidance of doubt, the Debtors are hereby authorized, but not directed, on a final basis and in their sole discretion, to pay all amounts required under or related to the Corporate IC Plan and Sales IC Plans, including any related Prepetition Employee Obligations and any prepetition Processing Costs associated therewith; *provided* that the Debtors shall consult with counsel to the Official Committee of Unsecured Creditors and Official Committee of Opioid Claimants regarding the development of any future Sales IC Plan to be established by the Debtors during the pendency of the Chapter 11 Cases, including with respect to the development of the amounts and metrics applicable to such plans; *provided, however,* that the Debtors' Senior Vice President & Associate General Counsel, Litigation and Vice President, Corporate Financial Planning & Analysis shall not be eligible for payments pursuant to the Corporate IC Plan pending further order of this Court.

4. Subject to paragraph 2 of this Combined 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, however,* that the Debtors shall consult with the Ad Hoc First Lien Group and statutory committees prior to implementing any material modifications to the Compensation and Benefits Programs; *provided, further,* that this Combined 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 Combined 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.

5. 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 and any statutory committees. Notwithstanding the foregoing, the Debtors shall not make any payments of Spot Awards or under any Employee Bonus Plans or Retention Programs, including the Corporate IC Plan and Sales IC Plans, 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, including the Corporate IC Plan, Sales IC Plans, LTIP, Non-Insider Retention Programs, or Severance Plan 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 (including the Insider Payments (as defined below)) are expressly preserved.

6. Following entry of this Combined 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 Combined Order, to the Notice Parties.

7. 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.

8. 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.

9. 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 Combined Order without any duty of further inquiry and without liability for following the Debtors' instructions.

10. 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 Combined Order.

11. 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.

12. As directed in the Interim Order and the Second Interim Order, the Debtors shall maintain a matrix/schedule of payments made pursuant to this Combined 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 and the Second 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. The Debtors will also provide the U.S. Trustee and counsel to any statutory committees with a quarterly

report with respect to the prepetition incentive and retention payments described in paragraph 41, footnote 17 of the Motion (the "Insider Payments"), including (i) whether any recipients of Insider Payments have departed from the Debtors and the date of such departure, and (ii) the status and amount of any clawback of the Insider Payments.

13. 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, the Second Interim Order, or this Combined 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, the Second Interim Order, or this Combined Order and the relief granted pursuant to each.

14. In accordance with the Court's comments at the hearing held on September 28, 2022, the Debtors expressly reserve all rights to seek modifications to the provisions of the foregoing paragraph (the "Misconduct Clawback Language") at any subsequent hearing before the Court at which any relief requested pursuant to the Motion is considered. Any such modifications

approved by the Court shall apply retroactively and shall supersede the Misconduct Clawback Language contained in the Second Interim Order and this Combined Order. The rights of all parties in interest to contest any such modifications are expressly reserved.

15. Nothing contained in the Motion or this Combined Order, nor any payment made pursuant to the authority granted by this Combined 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' or any 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) 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.

16. Nothing in the Motion or this Combined Order, nor anything that results from any payment made pursuant to this Combined Order, shall be deemed or construed as a waiver of the right of the Debtors or any party in interest, or shall impair the ability of the Debtors or any party in interest, to contest the validity and amount of any payment made pursuant to this Combined Order.

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 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, or Severance Plan, or in excess of the Employee Cap, are expressly preserved.

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

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

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

Dated: October 18, 2022
New York, New York

/s/ *James L. Garrity, Jr.*
HONORABLE JAMES L. GARRITY, JR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Schedule of Third Interim Payments

Schedule of Third Interim Payments

3RD INTERIM ORDER TO PAY WAGES, SALARIES, EMPLOYEE BENEFITS, AND OTHER COMPENSATION					
Wage Relief Group [1]	**Count [2]**	**Amount**	**Administrative**	**Priority Unsecured**	**General Unsecured**
LTIP	3	$60,316	$60,316		
PTO	2	27,427		18,768	8,659
Severance	1	5,413	5,413		
Total	**6**	**$93,156**	**$65,729**	**$18,768**	**$8,659**

1 Additional Spot and Sign-On bonuses may be awarded and payable during the period. Such amounts are not quantified here.
2 Employees may be in multiple groups

SCHEDULE D
FINAL WAGES ORDER

[Attached]

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**
	Related Docket Nos. 7, 91, 325, 489, 544, 603, 682

FINAL 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

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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.

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 final relief with respect to the Debtors' long-term incentive plan, retention bonus plans, and severance plans, each as set forth in this final order (the "Final Order") and the Court having reviewed the Motion, the First Day Declaration, the *Declaration of Mark G. Barberio in Support of Debtors' Motion for Entry of Interim and Final Orders (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*, and the *Declaration of Brian L. Cumberland in Support of Debtors' Motion for Entry of Interim and Final Orders (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* and held hearings to consider the relief requested in the Motion and granted the first interim order (the "Interim Order"), the second interim order (the "Second Interim Order"), the combined third interim and final order (the "Combined Order"), and the modifying order (the "Modifying 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; 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 hereby authorized, but not directed, on a final basis and in their sole discretion, to pay all amounts required under or related to the LTIP; *provided* that LTIP grants issued in calendar year 2023 may not exceed $40,000,000 in the aggregate; *provided, further*, that grants issued under the LTIP for the calendar year 2023 will be awarded and paid consistently with historical practices; *provided, further*, that upon completion of the Debtors' annual compensation planning cycle and, for the avoidance of doubt, no later than March 31, 2023, the Debtors shall provide a report describing all grants issued and distributed pursuant to the 2023 LTIP to counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, counsel to the Official Committee of Unsecured Creditors (the "UCC"), counsel to the Official Committee of Opioid Claimants (the "OCC"), and counsel to the U.S. Trustee (collectively, the "Notice Parties").

3. The Debtors are hereby authorized, but not directed, on a final basis and in their sole discretion, to pay all amounts required under or related to the Non-Insider Retention Programs; *provided* that payments made pursuant to the 2022 Retention Program shall be made on the later of (i) September 15, 2023 or (ii) the closing of a sale or sales of substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code (the "Sale Closing"); *provided, however*, that if the Sale Closing has not occurred by December 29, 2023, the Debtors shall be

authorized to make such payments as of December 30, 2023. For the avoidance of doubt, the Debtors are solely authorized under this Final Order to continue the existing Non-Insider Retention Programs, and not to implement any new retention programs.

4. The Debtors are hereby authorized, but not directed, on a final basis and in their sole discretion, to pay all amounts required under or related to the Severance Plan, including any related Severance Obligations; *provided* that payments made pursuant to the Severance Plan through the end of calendar year 2023 shall not exceed the aggregate total of $17,000,000; *provided, further*, that the Debtors shall consult with counsel to the UCC and OCC prior to making any decision with respect to their businesses that would result in payments pursuant to the Severance Plan in excess of $5,000,000.

5. 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, however,* that the Debtors shall consult with the Ad Hoc First Lien Group, UCC, and OCC prior to implementing any material modifications to the Compensation and Benefits Programs; *provided, further,* that this Final Order does not authorize any action that is otherwise prohibited by the Bankruptcy Code.

6. As directed in the Combined Order, the Debtors shall provide a weekly report describing any payments on account of any prepetition Reimbursable Expenses to 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.

7. Beginning upon the date that is seven days following entry of this Final Order and on a monthly basis thereafter, the Debtors shall provide a report to the Notice Parties describing any Spot Awards issued to or redeemed by Employees, including the name and job title of each employee paid or awarded; *provided* that for any Spot Awards in excess of $2,500 per individual and $50,000 in the aggregate or such other amounts as agreed to by the Debtors and the Notice Parties, the Debtors shall, following consultation with the Ad Hoc First Lien Group, provide seven days' notice to the Notice Parties of any such proposed Spot Awards. Notwithstanding the foregoing, the Debtors shall not make any payments of Spot Awards or under any Employee Bonus Plans or Retention Programs, including the LTIP, Non-Insider Retention Programs, or Severance Plan, 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, including the LTIP, Non-Insider Retention Programs, or Severance Plan 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 (including the Insider Payments (as defined below)) are expressly preserved.

8. Following entry of this Final 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 Final Order, to the Notice Parties.

9. 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.

10. 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.

11. 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 Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

12. 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.

13. 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 the final order 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.

14. As directed in the Interim Order, the Second Interim Order, and the Combined Order, 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. As directed in the Interim Order, the Second Interim Order, and the Combined 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. The Debtors will also provide the U.S. Trustee and counsel to any statutory committees and the Multi-State Endo Executive Committee with a quarterly report with respect to the prepetition incentive and retention payments described in paragraph 41, footnote 17 of the Motion (the "Insider Payments"), including (i) whether any recipients of Insider Payments have departed from the Debtors and the date of such departure, and (ii) the status and amount of any clawback of the Insider Payments.

15. For the avoidance of doubt, to the extent that any specifically identified 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 specifically identified 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 specifically identified employee shall not be eligible to receive any payments approved by the Interim Order, the Second Interim Order, the Combined Order, or this Final Order. All parties' rights, if any, to seek disgorgement of payments following the entry of this 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, the Second Interim Order, the Combined Order, or this Final Order and the relief granted pursuant to each.

16. 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 admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any 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) 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.

17. Nothing in the Motion or this Final Order, nor anything that results from any payment made pursuant to this Final Order, shall be deemed or construed as a waiver of the

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

18. 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.

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

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

21. 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: November 15, 2022
New York, New York

/s/ *James L. Garrity, Jr.*
HONORABLE JAMES L. GARRITY, JR
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE E
DE MINIMIS ASSETS ORDER

[Attached]

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**
	Related Docket No. 165, 227, 267

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

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 order (a) authorizing and approving procedures to use, sell, invest, or transfer certain assets, collections of assets, or business lines, including any rights or interests therein, of *de minimis* value of the Debtors that are not included in the Stalking Horse Bid (as defined in the Motion) (the "De Minimis Assets") in any individual transaction or series of related transactions (each, a "De Minimis Asset Transaction") to a single party or group of related parties with an aggregate sale price equal to or less than $2 million as calculated within the Debtors' good faith judgment, free and clear of liens, claims, and interests (collectively, the "Liens"), without the need for further

[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 approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (b) acquire certain De Minimis Assets in any individual transaction or series of related transactions from a single seller or a group of related sellers with an aggregate sale price equal to or less than $2 million as calculated within the Debtors' good faith judgment without the need for further Court approval; (c) abandon a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset and; (d) to pay those reasonable and necessary fees and expenses (if any) incurred in connection with the use, sale, transfer, or acquisition of De Minimis Assets, including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators, with the amount of proposed commission fees to be paid to be disclosed in the Transaction Notice; and (e) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion 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 (i) 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.); (ii) this is a core proceeding pursuant to 28 U.S.C. §§ 157 (b) and 1334(b); (iii) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (iv) 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; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all other parties-in-interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor; it is hereby,

IT IS HEREBY ORDERED THAT:

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

2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to use, sell, acquire, invest, or transfer De Minimis Assets in accordance with the following procedures (the "De Minimis Asset Transaction Procedures"):

a. *Transaction Value Less Than or Equal to USD $500,000*. With regard to uses, sales, acquisitions, investments, or transfers of the De Minimis Assets in any individual transaction or series of related transactions to a single party or group of related parties with a total transaction value less than or equal to $500,000, with such transaction value being the greater of (i) the actual price being paid for such De Minimis Assets or (ii) the gross book value of the De Minimis Assets subject to the sale, the Debtors are authorized to consummate such transaction(s) if the Debtors determine in the exercise of their business judgment that such transactions are in the best interest of the estates, without further order of the Court, with notice to be provided as follows:

i. The Debtors shall, at least seven days in advance of the proposed transaction, provide written notice (email shall suffice) to (i) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Michael J. Cohen (mcohen@gibsondunn.com), and Joshua K. Brody (jbrody@gibsondunn.com), counsel to the Ad Hoc First Lien Group (as defined in the First Day Declaration), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 Attn: Rachael Ringer (rringer@kramerlevin.com) and Megan Wasson (mwasson@kramerlevin.com), proposed counsel to the Official Committee of Unsecured Creditors (the "UCC"), (iii) proposed counsel to the opioid claimant committee (the "OCC"), Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Cullen D. Speckhart, Esq. (cspeckhart@cooley.com), Summer M. McKee, Esq. (smckee@cooley.com), and Evan Lazerowitz, Esq. (elazerowitz@cooley.com); (iv) McElroy, Deutsch, Mulvaney & Carpenter, LLP, 225 Liberty Street, 36th floor, New York, NY 10281, counsel to The Hartford Fire Insurance Company, The Hartford Financial Services Group, and their Affiliated Sureties, Attn: Michael R. Morano (mmorano@mdmc-law.com); and (v) any applicable surety bond beneficiaries, which notice shall: (a) identify the De Minimis Assets being used, sold, acquired, or transferred, (b) identify the transaction counterparty, (c) state the transaction amount, (d) identify any known Liens on De Minimis Assets to be

sold, (e) state the significant terms of the transaction documents, including, but not limited to, any payments to be made by the Debtors on account of commission fees to agents, brokers, auctioneers, and liquidators, and (f) disclose any relationships with the proposed sale counterparties.

b. *Transaction Value Greater Than USD $500,000 but Less Than or Equal to USD $2 Million*. With regard to uses, sales, acquisitions, investments, or transfers of the De Minimis Assets in any individual transaction or series of related transactions to a single party or group of related parties with a total transaction value of greater than $500,000 and up to or equal to $2 million, with such transaction value being the greater of (i) the actual price being paid for such De Minimis Assets or (ii) the gross book value of the De Minimis Assets subject to the sale:

i. The Debtors are authorized to consummate such transaction(s) if the Debtors determine, in the exercise of their business judgment and in consultation with the Ad Hoc First Lien Group, the UCC, and the OCC that such transaction(s) are in the best interests of the estates, subject to the procedures set forth in the Order;

ii. The Debtors shall give written notice by first class mail (or email, where applicable) of each such transaction, substantially in the form attached to the Proposed Order as **Exhibit 1** (the "Transaction Notice"), to: (a) the U.S. Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Paul Schwartzberg, Susan Arbeit, Andy Velez-Rivera, and Tara Tiantian; (b) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 Attn: Rachael Ringer (rringer@kramerlevin.com) and Megan Wasson (mwasson@kramerlevin.com), proposed counsel to the UCC; (c) counsel to the administrative agent under the Debtors' prepetition credit agreement; (d) counsel to the indenture trustee under each of the Debtors' outstanding bond issuances; (e) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Michael J. Cohen (mcohen@gibsondunn.com), and Joshua K. Brody (jbrody@gibsondunn.com), attorneys for the Ad Hoc First Lien Group; (f) 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), attorneys for the Ad Hoc Cross-Holder Group (as defined in the First Day Declaration); (g) 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), proposed counsel to the OCC, (h)(1) Roger Frankel (rfrankel@frankelwyron.com), Frankel Wyron, LLP, 2101 L Street, NW, Suite 800, Washington DC 20037, the Proposed FCR and (2) Frankel Wyron, LLP, 2101 L Street, NW, Suite 800, Washington, DC 20037 Attn: Richard H. Wyron, (rwyron@frankelwyron.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: James L. Patton, Jr. (jpatton@ycst.com), attorneys for the Proposed FCR; (i) McElroy, Deutsch, Mulvaney & Carpenter, LLP, 225 Liberty Street, 36th floor, New York, NY 10281, counsel to The Hartford Fire Insurance Company, The Hartford Financial Services Group, and Their Affiliated Sureties, Attn: Michael R. Morano (mmorano@mdmc-law.com); (j) any applicable surety bond beneficiaries; (k) any other party as required by applicable law; and (l) any known affected creditor asserting a Lien on the De Minimis Asset subject to sale (collectively, the "Notice Parties");

iii. The Transaction Notice shall (a) identify of the De Minimis Assets being used, sold, acquired, or transferred, (b) identify the transaction counterparty, (c) state the transaction amount, (d) identify any known Liens on De Minimis Assets to be sold, (e) state the significant terms of the transaction documents, including, but not limited to, any payments to be made by the Debtors on account of commission fees to agents, brokers, auctioneers, and liquidators, and (f) disclose any relationships with the proposed sale counterparties;

iv. The Debtors shall take any additional actions that may be required under applicable laws and regulations to consummate the transaction.

v. If no written objections from any of the Notice Parties are filed with the Court and served on (a) proposed counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001 Attn: Evan A. Hill (Evan.Hill@skadden.com) and 500 Boylston Street, Boston, Massachusetts 02116 Attn: Liz Downing (Elizabeth.Downing@skadden.com) and (b) proposed co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, New York 10119 Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy M. Oden (aoden@teamtogut.com) within seven (7) days after service of such Transaction Notice, then the Debtors are authorized to immediately consummate such sale or transfer; and

vi. If any Notice Party files and serves on counsel to the Debtors a written objection to any such transaction with the Court within fourteen (14) days after service of such Transaction Notice, then the relevant De Minimis Asset transaction shall only be consummated, after consulting with the Ad Hoc First Lien Group, the UCC, and the OCC, upon submission of a consensual form of order resolving the objection as between the Debtors and the objecting party or further order of the Court after notice and a hearing.

c. Pursuant to Bankruptcy Code section 363(f), all sales of De Minimis Assets pursuant to the Order shall be free and clear of all Liens, if any, with any and all such valid and perfected Liens to attach to proceeds of the sales with the same validity, priority, force, and effect such Liens had on the property immediately prior to the sale, subject to the rights, claims, defenses, and obligations, if any, of the Debtors and all interested parties with respect to any such asserted Liens.

d. Each purchaser of a De Minimis Asset will be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.

e. *Transaction Value Greater Than USD $2 Million*. With regard to uses, sales, acquisitions, investments, or transfers of the De Minimis Assets in any individual transaction or series of related transactions to a single party or group of related parties with a total transaction of greater than USD $2 million, with such transaction value being the greater of (i) the actual price being paid for such De Minimis Assets or (ii) the gross book value of the De Minimis Assets subject to the sale, these De Minimis Asset Transaction Procedures shall not apply, and the Debtors shall file an appropriate motion with the Court requesting approval of the transaction.

3. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon De Minimis Assets which the Debtors determine, in their good faith judgment and in consultation with the Ad Hoc First Lien Group, cannot be sold at a price greater than the cost of liquidating such assets, in accordance with the following procedures (the "De Minimis Asset Abandonment Procedures"):

a. The Debtors shall, after consultation with the Ad Hoc First Lien Group, the UCC, and the OCC give written notice of the abandonment, substantially in the form attached to the Proposed Order as **Exhibit 2** (the "Abandonment Notice"), to the Notice Parties;

b. The Abandonment Notice shall contain a (i) reasonably detailed description of the De Minimis Assets to be abandoned, (ii) the Debtors' reasons for such

abandonment, and (iii) any payments to be made by the Debtors in connection with such abandonment including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators;

c. If no written objections from any of the Notice Parties are filed with the Court and served on counsel to the Debtors within seven (7) days after the date of service of such Abandonment Notice, then the Debtors are authorized to immediately proceed with the abandonment; and

d. If a written objection from any Notice Party is filed with the Court and served on counsel to the Debtors within seven (7) days after service of such Abandonment Notice, then the relevant De Minimis Assets shall only be abandoned, after consulting with the Ad Hoc First Lien Group, the UCC, and the OCC, upon either the consensual resolution of the objection by the parties in question or further order of the Court after notice and a hearing.

4. Local Rules 6004-1 and 6005-1 are hereby waived with respect to any transaction undertaken pursuant to the De Minimis Asset Transaction Procedures.

5. The De Minimis Asset Transaction Procedures satisfy section 363(f) of the Bankruptcy Code, subject to the right of applicable Notice Parties to object on the ground that the applicable sale does not satisfy section 363(f) of the Bankruptcy Code.

6. Sales, uses, acquisitions, investments, or transfers to "insiders," as that term is defined in section 101(31) of the Bankruptcy Code, are excluded from this Order.

7. Upon request, the Debtors will provide the Notice Parties with supporting documentation of any transactions undertaken pursuant to the order.

8. If, following filing of an Abandonment Notice or Transaction Notice, the Debtors receive a higher and better offer from a third party regarding the assets to be sold or abandoned, nothing in this Order shall prevent the Debtors from pursuing such higher and better offer.

9. No objection to the relief requested in the Motion combined with no timely objection to the sale or transfer of De Minimis Assets in accordance with the terms of this Order

shall be determined to be "consent" to such use, sale, or transfer within the meaning of section 363(f)(2) of the Bankruptcy Code.

10. Sales and transfers of De Minimis Assets are, without need for any action by any party, free and clear of all Liens, with such Liens attaching to the proceeds of such sale or transfer with the same validity, extent, and priority and subject to the same defenses as had attached to such De Minimis Assets immediately prior to such sale or transfer. The holder of any valid lien, claim, encumbrance, or interest on such De Minimis Assets shall, as of the effective date of such sale or transfer, be deemed to have waived and released such lien, claim, encumbrance, or interest, without regard to whether such holder has executed or filed any applicable release, and such lien, claim, encumbrance, or interest shall automatically, and with no further action by any party, attach to the proceeds of such sale.

11. Purchasers that purchase De Minimis Assets pursuant to the De Minimis Asset Transaction Procedures and their transferees are entitled to the protections afforded to good-faith purchasers under section 363(m) of the Bankruptcy Code.

12. During the Chapter 11 Cases, the Debtors will provide a written report, within 30 days after each calendar quarter (to the extent any transactions of De Minimis Assets were consummated or effectuated or any De Minimis Assets were abandoned pursuant to this Order for the relevant quarter) concerning any such transactions or abandonments made pursuant to the relief requested herein (including the names of the transaction parties and the types and amounts of the transactions) to the Notice Parties and those parties requesting notice pursuant to Bankruptcy Rule 2002; *provided, however,* that the Debtors shall file a report thirty (30) days after confirmation of a chapter 11 plan of reorganization or liquidation, and following such filing, the

Debtors shall have no additional or further reporting obligations with respect to De Minimis Asset transactions or abandonments.

13. Service of the Transaction Notice is sufficient notice of the use, sale, or transfer of such De Minimis Assets.

14. With respect to all sale transactions consummated pursuant to this Order, this Order shall be sole and sufficient evidence of the transfer of title to any particular buyer, and the sale transactions consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

15. The Debtors are authorized to pay those reasonable and necessary fees and expenses incurred in the use, sale, transfer, or acquisition of De Minimis Assets, including commission fees to agents, brokers, auctioneers, and liquidators.[3]

16. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the use, sale, acquisition, or transfer of any asset under 11 U.S.C. § 363.

[3] The Debtors will not pay fees and expenses of estate-retained professionals in connection with such use, sale, transfer, or acquisition, however, other than in accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* dated October 12, 2022 [Docket No. 378].

17. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the rights of the Debtors or any statutory committee appointed in the Chapter 11 Cases, to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

18. Notwithstanding anything to the contrary in this Order or the De Minimis Asset Transaction Procedures, none of the Debtors' insurance policies and/or any related agreements shall be sold, assigned, or otherwise transferred pursuant to any De Minimis Asset Transaction except in compliance with the terms of such insurance policies, any related agreements, and/or applicable nonbankruptcy law.

19. Notwithstanding anything to the contrary contained herein, any payment to be made or authorization contained hereunder shall be subject to the requirements imposed on the Debtors under any order regarding the use of cash collateral ("Cash Collateral Order"), or budget in connection therewith, approved by the Court in these Chapter 11 Cases. This Order shall not limit or be deemed to waive any rights of the UCC or the OCC under the Cash Collateral Order.

20. Nothing in this Order shall be deemed to allow the Debtors to abandon real or personal property in violation of applicable state or federal laws or regulations, including, but not limited to, environmental laws and regulations.

21. The De Minimis Asset Transaction Procedures and the De Minimis Asset Abandonment Procedures satisfy Bankruptcy Rules 2002 and 6007 and Local Rule 6007-1.

22. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

23. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

24. The Debtors are authorized and empowered to take all actions necessary and appropriate to implement the relief granted in this Order, including, without limitation, entering into sale agreements, executing all other appropriate sale related documents, paying fees and expenses incurred in the sale or transfer of De Minimis Assets, and taking any and all steps necessary to effectuate any approved sale or abandonment.

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

Dated: November 15, 2022
New York, New York

/s/ *James L. Garrity, Jr.*
THE HONORABLE JAMES L. GARRITY, JR.,
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Transaction Notice

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Co-Counsel for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**

**LIMITED NOTICE OF [___] WITH [___]
IN ACCORDANCE WITH THE 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**

PLEASE TAKE NOTICE that, on [__], 2022, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered the order [Docket No. ___] (the "Order") granting the motion (the "Motion")[2] of the Debtors for an order, pursuant to sections 105(a), 363, and 554 of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rules

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

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

6006-1, 6007-1, and 9013-1 (a) authorizing and approving procedures to use, sell, invest, or transfer certain assets, collections of assets, or business lines, including any rights or interests therein, of *de minimis* value of the Debtors that are not included in the Stalking Horse Bid (the "De Minimis Assets") in any individual transaction or series of related transactions to a single party or group of related parties with an aggregate sale price equal to or less than $2 million as calculated within the Debtors' good faith judgment, free and clear of liens, claims, and interests (collectively, the "Liens"), without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (b) acquire certain De Minimis Assets in any individual transaction or series of related transactions from a single seller or a group of related sellers with an aggregate sale price equal to or less than $2 million as calculated within the Debtors' good faith judgment without the need for further Court approval; (c) abandon a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset and; (d) to pay those reasonable and necessary fees and expenses (if any) incurred in connection with the use, sale, transfer, or acquisition of De Minimis Assets, including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators; and (e) granting related relief.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order and by this written limited notice of transaction (this "Transaction Notice"), the Debtors propose to enter into the transaction (the "Limited Notice Transaction") described below, which involves the [use / sale / transfer / acquisition] of De Minimis Assets to a single party or group of related parties with a gross selling price between $500,000 and $2 million in the aggregate.

(1) **Identification of the property being used, sold, acquired, or transferred**: The Debtors intend to [__]. This De Minimis Asset is located at [__].

(2) **Identification of the transaction counterparty**: The counterparty is [__], a third party.

(3) **Identification of any parties known to the Debtors as holding Liens on the property being sold and a statement indicating whether (i) all such Liens are capable of monetary satisfaction, or (ii) the holders of such Liens have consented to the sale**: [__].

(4) **Transaction amount**: The Debtors intend to [__] for $[__].

(5) **Any other significant terms of the transaction**: [There are no other significant terms of the transaction.] / [__].

(6) **Debtors' Relationships with Counterparties**: [__].

(7) **Date and time within which objections must be filed and served on the Debtors**: Parties seeking to object to the De Minimis Asset Transaction described in this Transaction Notice must file and serve a written objection, so that such objection is filed with the Court and is ***actually received*** no later than seven (7) calendar days after the date that the Debtors served this Transaction Notice, upon (a) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001 Attn: Evan A. Hill (Evan.Hill@skadden.com) and 500 Boylston Street, Boston, Massachusetts 02116 Attn: Liz Downing (Elizabeth.Downing@skadden.com) and (b) co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, New York 10119 Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy M. Oden (aoden@teamtogut.com).

PLEASE TAKE FURTHER NOTICE that, absent an objection to this Transaction Notice being timely filed, the Debtors are authorized to immediately consummate the Limited Notice Transaction as described herein without further notice, hearing, or order of this Court.

PLEASE TAKE FURTHER NOTICE that, if an objection to this Transaction Notice is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection.

PLEASE TAKE FURTHER NOTICE that, any objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.

Dated: _____
New York, New York

*/s/*_____
TOGUT, SEGAL & SEGAL LLP
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Co-Counsel for the Debtors
and Debtors in Possession

Exhibit 2

Abandonment Notice

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Co-Counsel for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**

LIMITED NOTICE OF ABANDONMENT OF DE MINIMIS ASSETS LOCATED AT [__] IN ACCORDANCE WITH THE 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

PLEASE TAKE NOTICE that, on [__], 2022, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered the order [Docket No. ___] (the "Order") granting the motion (the "Motion")[2] of the Debtors for an order, pursuant to sections 105(a), 363, and 554 of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rules

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

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

6006-1, 6007-1, and 9013-1 (a) authorizing and approving procedures to use, sell, invest, or transfer certain assets, collections of assets, or business lines, including any rights or interests therein, of *de minimis* value of the Debtors that are not included in the Stalking Horse Bid (the "De Minimis Assets") in any individual transaction or series of related transactions to a single party or group of related parties with an aggregate sale price equal to or less than $2 million as calculated within the Debtors' good faith judgment, free and clear of liens, claims, and interests (collectively, the "Liens"), without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (b) acquire certain De Minimis Assets in any individual transaction or series of related transactions from a single seller or a group of related sellers with an aggregate sale price equal to or less than $2 million as calculated within the Debtors' good faith judgment without the need for further Court approval; (c) abandon a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset and; (d) to pay those reasonable and necessary fees and expenses (if any) incurred in connection with the use, sale, transfer, or acquisition of De Minimis Assets, including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators; and (e) granting related relief.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order and by this written limited notice of abandonment (this "Abandonment Notice"), the Debtors propose to abandon certain De Minimis Assets as described below (the "Limited Notice Abandonment"), for which the Debtors determine in their good faith judgment, and in consultation with the Ad Hoc First Lien Group, that such De Minimis Assets cannot be sold at a price greater than the cost of liquidating such assets.

(1) **Description of the De Minimis Assets to be abandoned**: The Debtors intend to abandon [__]. This De Minimis Assets are located at [__].

(2) **Reasons for abandonment**: [__].

(3) **Any payments to be made by the Debtors in connection with such abandonment including**: [There are no payments to be made by the Debtors in connection with such abandonment.] / [__].

(4) **Date and time within which objections must be filed and served on the Debtors**: Parties seeking to object to the Debtors' abandonment of the De Minimis Asset described in this Transaction Notice must file and serve a written objection, so that such objection is filed with the Court and is ***actually received*** no later than seven (7) calendar days after the date that the Debtors served this Transaction Notice, upon (a) proposed counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001 Attn: Evan A. Hill (Evan.Hill@skadden.com) and 500 Boylston Street, Boston, Massachusetts 02116 Attn: Liz Downing (Elizabeth.Downing@skadden.com) and (b) proposed co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, New York 10119 Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy M. Oden (aoden@teamtogut.com).

PLEASE TAKE FURTHER NOTICE that, absent an objection to this Abandonment Notice being timely filed, the Debtors are authorized to immediately consummate the Limited Notice Abandonment as described herein without further notice, hearing, or order of this Court.

PLEASE TAKE FURTHER NOTICE that, if an objection to this Abandonment Notice is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection.

PLEASE TAKE FURTHER NOTICE that, any objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.

Dated: _____
New York, New York

*/s/*_____
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Co-Counsel for the Debtors
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Court File No. CV-22-00685631-00CL

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

THIRD SUPPLEMENTAL ORDER

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