

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

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

**AND IN THE MATTER OF 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

**AFFIDAVIT OF ERIK AXELL  
(Sworn October 13, 2022)**

I, Erik Axell, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am lawyer with the law firm Goodmans LLP, counsel to Paladin Labs Inc. ("**Paladin**") and Paladin Labs Canadian Holding Inc., in the above noted proceedings. As such, I have knowledge of the matters deposed to herein. Capitalized terms used and not defined in this affidavit have the meanings given to them in the Second Affidavit of Daniel Vas sworn October 7, 2022.
2. This affidavit is filed in support of a motion made by Paladin, in its capacity as the foreign representative of the Chapter 11 Cases, for a Second Supplemental Order recognizing and enforcing certain orders entered by the Bankruptcy Court in the Chapter 11 Cases.
3. Attached as Exhibit "A" hereto is the Utilities Order entered by the Bankruptcy Court on October 12, 2022.

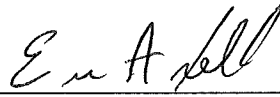
SWORN BEFORE ME in the City of  
Toronto, in the Province of Ontario, on  
October 13, 2022.



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Commissioner for Taking Affidavits  
(or as may be)

Bradley Witten  
LSO # 64279L



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ERIK AXELL

**THIS IS EXHIBIT "A"  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 13<sup>TH</sup> DAY OF OCTOBER, 2022**



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Commissioner for Taking Affidavits

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

*In re*

**ENDO INTERNATIONAL plc, et al.,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 22-22549 (JLG)**

**(Jointly Administered)**

**Related Docket Nos. 5, 147, 227, 303**

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

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

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<sup>1</sup> 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.

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

and held a hearing to consider the relief requested in the Motion (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest after taking into account the priority scheme of the Bankruptcy Code; and the *Objection of Certain Utility Companies to the Motion of the Debtors for Entry of Interim and Final Orders (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Deeming Utilities Adequately Assured of Future Performance; and (III) Establishing Procedures for Determining Requests for Additional Adequate Assurance* [Docket No. 147] having been resolved pursuant to a side letter between the Debtors and the applicable Utility Providers (the “Settling Utility Providers”);<sup>3</sup> and *The Hartford Fire Insurance Company, the Hartford Financial Services Group, and Their Related Affiliated Sureties’ Limited Objection to (A) Motion of the Debtors for Entry of Interim and Final Orders Authorizing (I) The Debtors to Continue and Renew Their Insurance Programs and Honor All Obligations in Respect Thereof; (II) Financial Institutions to Honor and Process Related Checks and Transfers; and (III) The Debtors to Modify the Automatic Stay with Respect to Workers’ Compensation Claims* [ECF No. 13]; (B) *Motion of the Debtors for Entry of Interim and Final*

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

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

**IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to that certain *Interim Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* entered on August 21, 2022 [Docket No. 98] (the “Cash Collateral Order”) and any other, further, or final order regarding the use of cash collateral and the applicable budget in force in connection therewith. To the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

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

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

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

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

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

Dated: October 11, 2022  
New York, New York

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

**Exhibit 1**

**Utilities List<sup>1</sup>**

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<sup>1</sup> Does not include the Settling Utility Providers listed in **Exhibit 2.**



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

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

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

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

**Exhibit 2**

**Settling Utility Providers**

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

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

**AFFIDAVIT OF ERIK AXELL  
(Sworn October 13, 2022)**

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