

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 November 27, 2023)

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. (together with Paladin, the "**Canadian Debtors**"), 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 Affidavit of Daniel Vas sworn April 18, 2023 (the "**Third Vas Affidavit**").

2. Paladin is the foreign representative (the "**Foreign Representative**") of the voluntary cases under Chapter 11 of the United States Code (the "**Chapter 11 Cases**") commenced on August 16, 2022 by Endo International plc and certain of its affiliates (the "**Debtors**"), including the Canadian

Debtors, in the United States Bankruptcy Court for the Southern District of New York (the **“Bankruptcy Court”**).

3. On August 19, 2022, the Ontario Superior Court of Justice (Commercial List ) (the **“Court”**), on the application of the Foreign Representative, granted an Initial Recognition Order (Foreign Main Proceeding) (the **“Initial Recognition Order”**) recognizing the Chapter 11 Cases as a “foreign main proceeding” in proceedings under Part IV of the *Companies’ Creditors Arrangement Act* (the **“Canadian Recognition Proceedings”**).

4. This Affidavit is filed in connection with the Foreign Representative’s response to the motion by counsel (**“Plaintiff’s Counsel”**) for the plaintiff (the **“Quebec Plaintiff”**) in Quebec Superior Court file #500-06-001004-197 (the **“Quebec Opioid Class Action”**) seeking the granting of a CCAA Representation Order in the Canadian Recognition Proceedings, as more fully described in the Motion Record of the Quebec Plaintiff dated October 16, 2023.

5. Attached as Exhibit “A” hereto is the Initial Recognition Order granted by the Court on August 19, 2022.

6. Attached as Exhibit “B” hereto is the Supplemental Order (Foreign Main Proceeding) (the **“First Supplemental Order”**) granted by the Court on August 19, 2022.

7. Attached as Exhibit “C” hereto is the Second Supplemental Order granted by the Court on October 13, 2022.

8. Attached as Exhibit “D” hereto is the Third Supplemental Order granted by the Court on November 29, 2022.



9. Attached as Exhibit “E” hereto is the Fourth Supplemental Order granted by the Court on April 25, 2023.

10. Attached as Exhibit “F” hereto is the Affidavit of Daniel Vas sworn August 17, 2022 (without exhibits) in support of the Foreign Representative’s application for the Initial Recognition Order and the First Supplemental Order.

11. Attached as Exhibit “G” hereto is the Affidavit of Daniel Vas sworn October 7, 2022 (without exhibits) in support of the Foreign Representative’s motion for the Second Supplemental Order.

12. Attached as Exhibit “H” hereto is the Affidavit of Andrew Harmes sworn November 23, 2022 (without exhibits) in support of the Foreign Representative’s motion for the Third Supplemental Order.

13. Attached as Exhibit “I” hereto is the Third Vas Affidavit (without exhibits) sworn in support of the Foreign Representative’s motion for the Fourth Supplemental Order.

14. Attached as Exhibit “J” hereto is the *Stipulation and Order (A) Granting Mediation and (B) Referring Matters to Mediation* entered by the Bankruptcy Court on January 26, 2023 [Docket No. 1257] (the “**Mediation Order**”).

15. On July 7, 2023, the Debtors filed with the Bankruptcy Court the *Notice of Filing of Exhibits to the Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief* [Docket No. 2384] (the “**Notice of Sale Order Exhibits**”).

16. Attached as Exhibit “K” hereto is the PPOC Trust Agreement attached as Exhibit 3(A) to the Notice of Sale Order Exhibits.

17. Attached as Exhibit “L” hereto is the PI Sub-Trust Agreement attached as Exhibit 3-C(1) to the Notice of Sale Order Exhibits.

18. Attached as Exhibit “M” hereto is the OCC Allocation attached as Exhibit 3-G to the Notice of Sale Order Exhibits.

19. Attached as Exhibit “N” hereto is a copy of an email dated August 23, 2022 (without attachments) in which Paladin’s counsel in the Quebec Opioid Class Action advised the Quebec Superior Court and counsel in the Quebec Opioid Class Action, including Plaintiff’s Counsel, of the stay of proceedings in relation to Paladin arising from the commencement of the Chapter 11 Cases and the Canadian Recognition Proceedings.

20. Attached as Exhibit “O” hereto is a copy of email correspondence between Goodmans LLP and Plaintiff’s Counsel between July 18, 2023 and July 24, 2023 (without attachments) pursuant to which Goodmans LLP provided Plaintiff’s Counsel with the credit agreements, guarantees and security documents relating to the obligations of the Canadian Debtors in respect of the Prepetition First Lien Indebtedness.

21. Attached as Exhibit “P” hereto is the *Reply of the Official Committee of Opioid Claimants in Support of Entry of the Revised Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief*, filed in the Bankruptcy Court on July 26, 2023 [Docket No. 2524] (the “**OCC Reply**”).

22. Attached as Exhibit “Q” hereto is the *Supplemental Declaration of Jeanne C. Finegan, APR in Connection With Sale Motion and Bar Date Motion*, filed in the Bankruptcy Court on July 26, 2023 [Docket No. 2518] (the “**Second Finegan Declaration**”).

23. Attached as Exhibit “R” hereto is the *Declaration of Tarek elAguizy in Support of the Proposed Sale Order*, filed in the Bankruptcy Court on July 26, 2023 [Docket No. 2517] (the “**elAguizy Declaration**”).

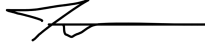
24. Attached as Exhibit “S” hereto is the *Notice of Filing of Voluntary Canadian Governments Resolution Term Sheet*, filed in the Bankruptcy Court on September 29, 2023 [Docket No. 2988], which attaches the Voluntary Canadian Governments Resolution Term Sheet as Exhibit “A”.

25. Attached as Exhibit “T” hereto is the *Order Granting Debtors’ Motion for an Order Approving the Amended Stipulation Among the Debtors and the DMPs Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion*, entered by the Bankruptcy Court on August 3, 2023 [Docket No. 2574] (the “**DMP Stipulation Approval Order**”).

26. Attached as Exhibit “U” hereto is the *Notice of Filing of Term Sheet*, filed in the Bankruptcy Court on November 20, 2023 [Docket No. 3118].

27. Attached as Exhibit “V” hereto is a copy of a letter from Goodmans LLP to Plaintiff’s Counsel dated July 11, 2023.

SWORN BEFORE ME over  
videoconference, Erik Axell stated as being  
located in the City of Toronto, in the  
Province of Ontario, before me at the City of  
Toronto, in the Province of Ontario on  
November 27, 2023, in accordance with O.  
Reg 431/20, Administering Oath or  
Declaration Remotely.



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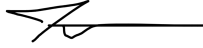
A Commissioner for Taking Affidavits  
Name: Trish Barrett  
LSO#: 77904U



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ERIK AXELL

**THIS IS EXHIBIT "A"**  
**TO THE AFFIDAVIT OF ERIK AXELL**  
**SWORN BEFORE ME**  
**THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits



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

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

THE HONOURABLE CHIEF	)	FRIDAY, THE 19 <sup>TH</sup>
	)	
JUSTICE MORAWETZ	)	DAY OF AUGUST, 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

**INITIAL RECOGNITION ORDER  
(FOREIGN MAIN PROCEEDING)**

**THIS APPLICATION**, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, by Paladin Labs Inc. ("**Paladin**") in its capacity as the foreign representative (the "**Foreign Representative**") of the proceedings commenced 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 substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

**ON READING** the Notice of Application, the affidavit of Daniel Vas sworn August 17, 2022 (the "**Vas Affidavit**") and the affidavits of Nargis Fazli sworn August 18, 2022 and August

19, 2022, each filed, and upon being provided with copies of the documents required by section 46 of the CCAA,

**AND UPON BEING ADVISED** by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) (the “**Supplemental Order**”) is being sought,

**AND UPON HEARING** the submissions of counsel for the Foreign Representative, counsel for KSV Restructuring Inc., in its capacity as the proposed information officer (the “**Information Officer**”), and counsel for such other parties as were present and wished to be heard:

#### **SERVICE**

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

#### **FOREIGN REPRESENTATIVE**

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the “foreign representative” as defined in section 45 of the CCAA in respect of the Foreign Proceeding.

#### **CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING**

3. **THIS COURT DECLARES** that the centre of its main interests for each of Paladin and Paladin Labs Canadian Holding Inc. (collectively, the “**Canadian Debtors**” and each a “**Canadian Debtor**”) is the United States of America and that the Foreign Proceeding is hereby recognized as a “foreign main proceeding” as defined in section 45 of the CCAA in respect of the Canadian Debtors.

## STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against any Canadian Debtor under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;
- (b) further proceedings in any action, suit or proceeding against any Canadian Debtor are restrained; and
- (c) the commencement of any action, suit or proceeding against any Canadian Debtor is prohibited.

## NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Canadian Debtors is prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and
- (b) any of its other property in Canada.

## GENERAL

6. **THIS COURT ORDERS** that within five (5) business days from the date of this Order, or as soon as practicable thereafter, the Foreign Representative, with the assistance of the Information Officer, shall cause to be published, once a week for two consecutive weeks, a notice substantially in the form attached to this Order as Schedule “A” in the Globe and Mail (National Edition) in English and in Le Devoir (or such other French-language newspaper as the Foreign Representative may determine in consultation with the Information Officer) in French.

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada 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.

8. **THIS COURT ORDERS AND DECLARES** that the Interim Order (Foreign Proceeding) of this Court dated August 17, 2022 (the “**Interim Order**”) shall be of no further force and effect once this Order and the Supplemental Order become effective, and that this



Order shall be effective as of 12:01 a.m. on the date of this Order without the need for entry or filing of this Order, provided that nothing herein shall invalidate any action taken in compliance with the Interim Order prior to the effectiveness of this Order and the Supplemental Order.

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Canadian Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.



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Chief Justice G.B. Morawetz

**Schedule “A” – Notice of Recognition Orders**

**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. (COLLECTIVELY, THE “CANADIAN DEBTORS”)**

**NOTICE OF RECOGNITION ORDERS**

**PLEASE BE ADVISED** that this Notice is being published pursuant to an Initial Recognition Order (Foreign Main Proceeding) of the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”) granted on August 19, 2022 (the “**Initial Recognition Order**”).

**PLEASE TAKE NOTICE** that on August 16, 2022, Endo International plc and certain of its subsidiaries and affiliates, including the Canadian Debtors, commenced voluntary reorganization proceedings (the “**Chapter 11 Proceedings**”) pursuant to chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). In connection with the Chapter 11 Proceedings, Paladin Labs Inc. was appointed to act as a representative (the “**Foreign Representative**”) in respect of the Chapter 11 Proceedings. The Foreign Representative’s address is Suite 600, 100 Boulevard Alexis-Nihon, Montreal, Quebec.

**AND TAKE NOTICE** that the Initial Recognition Order and a Supplemental Order (Foreign Main Proceeding (collectively with the Initial Recognition Order, the “**Recognition Orders**”) have been issued by the Canadian Court in proceedings (the “**Canadian Recognition Proceedings**”) under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), among other things: (i) declaring that the Chapter 11 Proceedings are recognized as a “foreign main proceeding”, as defined in section 45 of the CCAA, in respect of the Canadian Debtors; (ii) granting a stay of proceedings against the Canadian Debtors and any subsidiary, affiliate or related party of Endo International plc or any Canadian Debtor that is a defendant in litigation proceedings in Canada (collectively, the “**Canadian Litigation Defendants**”) and their respective directors and officers in Canada; (iii) prohibiting the commencement of any proceedings against the Canadian Debtors, the Canadian Litigation Defendants or their respective directors and officers in Canada absent further order of the Canadian Court; (iv) recognizing certain orders granted by the Bankruptcy Court in the Chapter 11 Proceedings; and (v) appointing KSV Restructuring Inc. as the information officer with respect to the Canadian Recognition Proceedings (the “**Information Officer**”).

**AND TAKE NOTICE** that motions, orders and notices filed with the Bankruptcy Court in the Chapter 11 Proceedings are available at: <https://restructuring.ra.kroll.com/endo> and that the Recognition Orders, and any other orders that may be granted by the Canadian Court in the Canadian Recognition Proceedings, are available at: <https://www.ksvadvisory.com/experience/case/endo>.

**AND TAKE NOTICE** that counsel for the Foreign Representative is:

Goodmans LLP  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

Attention: Endo/Paladin Canadian Recognition Proceedings  
Phone: (416) 979-2211  
Email: endocanadianrecognition@goodmans.ca

**PLEASE FINALLY TAKE NOTICE** that if you wish to receive copies of the Recognition Orders or obtain further information in respect of the matters set forth in this Notice, you may contact the Information Officer:

KSV Restructuring Inc.  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9  
Attention: Jordan Wong  
Phone: 416-932-6025  
Email: jwong@ksvadvisory.com

DATED AT TORONTO, ONTARIO this ● day of ●, 2022.

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

**INITIAL RECOGNITION ORDER  
(FOREIGN MAIN PROCEEDING)**

**GOODMANS LLP**

Barristers & Solicitors  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

**Robert J. Chadwick LSO#: 35165K**  
rchadwick@goodmans.ca

**Bradley Wiffen LSO#: 64279L**  
bwiffen@goodmans.ca

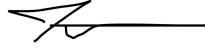
**Ti-Anna Wang LSO#: 78624D**  
twang@goodmans.ca

Tel: 416.979.2211

Fax: 416.979.1234

Lawyers for the Applicant

**THIS IS EXHIBIT “B”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits



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

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

THE HONOURABLE CHIEF

)

FRIDAY, THE 19<sup>TH</sup>

JUSTICE MORAWETZ

)

DAY OF AUGUST, 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

**SUPPLEMENTAL ORDER  
(FOREIGN MAIN PROCEEDING)**

**THIS APPLICATION**, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, by Paladin Labs Inc. ("**Paladin**") in its capacity as the foreign representative (the "**Foreign Representative**") in respect of the proceedings commenced 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 substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

**ON READING** the Notice of Application, the affidavit of Daniel Vas sworn August 17, 2022 (the "**Vas Affidavit**") and the affidavits of Nargis Fazli sworn August 18, 2022 and August 19, 2022, each filed,

**AND ON HEARING** the submissions of counsel for the Foreign Representative, counsel for KSV Restructuring Inc. (“**KSV**”), in its capacity as the proposed Information Officer (as defined below), and counsel for such other parties as were present and wished to be heard, and on reading the consent of KSV to act as the Information Officer:

## **SERVICE**

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

## **INITIAL RECOGNITION ORDER**

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) of this Court dated August 19, 2022 (the “**Initial Recognition Order**”).

3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Initial Recognition Order, the provisions of the Initial Recognition Order shall govern.

## **RECOGNITION OF FOREIGN ORDERS**

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

- (a) *Order (I) Authorizing the Foreign Representatives to Act for the Debtors in Foreign Proceedings and (II) Granting Related Relief* (the “**Foreign Representative Order**”);
- (b) *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* (the “**Joint Administration Order**”);

- (c) *Order (I) Enforcing and Restating Sections 362, 365, 525, and 541 of the Bankruptcy Code; (II) Approving Form and Manner of Notice to Non-U.S. Customers, Suppliers, and Other Stakeholders of the Debtors; (III) Approving Form and Manner of Notice to Non-U.S. Customers, Suppliers, and Other Stakeholders of the Non-Debtor Affiliates; and (IV) Granting Related Relief (the “**Notice of Stay Order**”);*
- (d) *Interim Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Continue Employee Benefits Programs and Pay Related Administrative Obligations; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief (the “**Interim Wages Order**”);*
- (e) *Interim Order (I) Authorizing Debtors to Honor Prepetition Obligations to Customers and Related Third Parties and to Otherwise Continue Customer Programs; (II) Granting Relief from Stay to Permit Setoff in Connection with the Customer Programs; (III) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (IV) Granting Related Relief (the “**Interim Customer Programs Order**”);*
- (f) *Interim Order (I) Authorizing Payment of Certain Prepetition Specified Trade Claims; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief (the “**Interim Vendor Order**”);*
- (g) *Interim Order Authorizing (I) Debtors to Pay Certain Prepetition Taxes, Governmental Assessments and Fees; and (II) Financial Institutions to Honor and Process Related Checks and Transfers (the “**Interim Taxes Order**”);*
- (h) *Interim Order Authorizing (I) the Debtors to Continue and Renew Their Insurance Programs and Honor all Obligations in Respect Thereof; (II) Financial Institutions to Honor and Process Related Checks and Transfers; and (III) the Debtors to Modify the Automatic Stay With Respect to Workers’ Compensation Claims (the “**Interim Insurance Order**”);*
- (i) *Interim Order (I) Authorizing the Debtors to (A) Continue Using Existing Cash Management Systems, Bank Accounts, and Business Forms and (B) Implement Changes to Their Cash Management System in the Ordinary Course of Business; (II) Granting Administrative Expense Priority for Postpetition Intercompany Claims; (III) Granting a Waiver With Respect to the Requirements of 11 U.S.C. § 345(b); and (IV) Granting Related Relief (the “**Interim Cash Management Order**”); and*
- (j) *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 (the “**Interim Cash Collateral Order**”),*



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 (as defined below) in Canada.

#### **APPOINTMENT OF INFORMATION OFFICER**

5. **THIS COURT ORDERS** that KSV (the “**Information Officer**”) is hereby appointed as an officer of this Court, with the powers and duties set out herein and in any other Order made in these proceedings.

#### **STAY OF PROCEEDINGS**

6. **THIS COURT ORDERS** that until such date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of (a) Paladin or Paladin Labs Canadian Holding Inc. (collectively, the “**Canadian Debtors**” and each a “**Canadian Debtor**”) or affecting their business (the “**Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), or (b) any subsidiary, affiliate or related party of Endo International plc or any Canadian Debtor that is a defendant in the Canadian Litigation (as defined in the Vas Affidavit) or subject to any other Proceeding in Canada (collectively, the “**Canadian Litigation Defendants**”), including without limitation those entities listed on Schedule “A” hereto, except with the written consent of the applicable Canadian Debtor or Canadian Litigation Defendant and the Information Officer, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Canadian Debtors or the Canadian Litigation Defendants or affecting the Business or the Property, including, but not limited to, the Canadian Litigation, are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in

respect of the Canadian Debtors or the Canadian Litigation Defendants, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable Canadian Debtor or Canadian Litigation Defendant and the Information Officer, or with leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies in the Foreign Proceeding, (ii) empower any Canadian Debtor or Canadian Litigation Defendant to carry on any business in Canada which such Canadian Debtor or Canadian Litigation Defendant is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH RIGHTS**

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by any of the Canadian Debtors and affecting the Business or Property in Canada, except with leave of this Court.

#### **ADDITIONAL PROTECTIONS**

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Canadian Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all licencing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Canadian Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Canadian Debtors, and that the Canadian Debtors shall be entitled to the continued use in Canada of their current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Canadian Debtors or the Canadian Litigation Defendants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Canadian Debtors or the Canadian Litigation Defendants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

#### **OTHER PROVISIONS RELATING TO INFORMATION OFFICER**

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial

documents of the Canadian Debtors, to the extent that is necessary to perform its duties arising under this Order; and

- (d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Canadian Debtors and the Foreign Representative shall (i) advise the Information Officer of all material steps taken by the Canadian Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Canadian Debtor with information provided by the Canadian Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by a Canadian Debtor is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the applicable Canadian Debtor may agree.

17. **THIS COURT ORDERS** that Goodmans LLP, as Canadian counsel to the Canadian Debtors (“**Canadian Counsel**”), the Information Officer and counsel to the Information Officer shall be paid by the Canadian Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Canadian Debtors are hereby authorized and directed to pay the accounts of Canadian Counsel, the Information Officer and counsel for the Information Officer on a monthly basis or on such terms as such parties may agree.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that Canadian Counsel, the Information Officer and counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property in Canada, which charge shall not exceed an aggregate amount of CDN\$200,000, as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraph 21 hereof.

#### **VALIDITY AND PRIORITY OF CHARGE CREATED BY THIS ORDER**

20. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect the Administration Charge.

21. **THIS COURT ORDERS** that the Administration Charge (as constituted and defined herein) shall constitute a charge on the Property in Canada and such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances,

claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

22. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Canadian Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Administration Charge, unless the Canadian Debtors also obtain the prior written consent of the beneficiaries of the Administration Charge (collectively, the “**Chargees**”).

23. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy or receivership order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) or otherwise, or any orders made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any Canadian Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by a Canadian Debtor of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by the Canadian Debtors to the Chargees pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue,

oppressive conduct, or other challengeable or voidable transactions under any applicable law.

24. **THIS COURT ORDERS** that any charge created by this Order over leases of real property in Canada shall only be a charge in the applicable Canadian Debtor's interest in such real property leases.

#### **SERVICE AND NOTICE**

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.ksvadvisory.com/experience/case/endo>.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic transmission to the Canadian Debtors' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the records of the applicable Canadian Debtor and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (b) in the case of delivery by prepaid ordinary mail, on the third business day after mailing, and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

27. **THIS COURT ORDERS** that the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective counsel are at liberty to serve or distribute this Order, the Initial Recognition Order, and any other materials and Orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the Canadian Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

#### **GENERAL**

28. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Canadian Debtor, the Business or the Property.

30. **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, and the Information Officer and their respective agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever

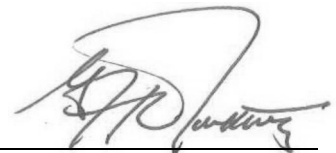


located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the Bankruptcy Court and attached as Schedule “L” hereto are hereby adopted by this Court for the purposes of these recognition proceedings.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the Canadian Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

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

A handwritten signature in black ink, appearing to read 'G.B. Morawetz', is written over a horizontal line.

Chief Justice G.B. Morawetz

**SCHEDULE “A”  
CANADIAN LITIGATION DEFENDANTS**

1. Endo International plc
2. Endo Ventures Limited
3. Endo Pharmaceuticals Inc.
4. Par Pharmaceutical Companies, Inc.
5. Par Pharmaceutical, Inc.
6. DAVA Pharmaceuticals, LLC
7. Generics Bidco I, LLC

**SCHEDULE “B”**  
**FOREIGN REPRESENTATIVE ORDER**

**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 No. 8**

**ORDER (I) AUTHORIZING THE FOREIGN REPRESENTATIVES TO ACT FOR THE  
DEBTORS IN FOREIGN PROCEEDINGS AND (II) GRANTING RELATED RELIEF**

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 the entry of an order (a) authorizing Paladin and Mr. Mark Bradley to act as the Foreign Representatives on behalf of the Debtors’ estates in the Foreign Proceedings pursuant to section 1505 of the Bankruptcy Code; and (b) granting related relief; all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and

<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.

(d) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and that such relief is in the best interests of the Debtors, their estates, creditors, and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Paladin is hereby authorized to act as the Canadian Foreign Representative on behalf of the Debtors' estates in connection with the Canadian Proceeding. As Foreign Representative, Paladin shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including, but not limited to, (a) seeking recognition of the Chapter 11 Cases and this Court's orders in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors' estates, and (c) seeking any other appropriate relief from the Canadian Court that Paladin deems just and proper in the furtherance of the protection of the Debtors' estates.
3. The Court requests the aid and assistance of the Canadian Court to recognize the Chapter 11 Cases as a "foreign main proceeding" and Paladin as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order and any other orders for which recognition is sought.
4. Mr. Mark Bradley is hereby authorized to act as the UK Foreign Representative and Australian Foreign Representative on behalf of the Debtors' estates in connection with the UK and Australian Proceedings. As Foreign Representative, Mr. Mark Bradley shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including, but not limited to, (a) seeking recognition of the Chapter 11 Cases and this

Court's orders in the UK and Australian Proceedings, (b) requesting that the UK and Australian Courts lend assistance to this Court in protecting the property of the Debtors' estates, and (c) seeking any other appropriate relief from Courts in the UK and Australia that Mr. Mark Bradley deems just and proper in the furtherance of the protection of the Debtors' estates.

5. The Court requests the aid and assistance of the UK Court to recognize the Chapter 11 Cases as a "foreign main proceeding" or "foreign non-main proceeding," as applicable, and Mr. Mark Bradley as a "foreign representative" pursuant to the CBIR, and to recognize and give full force and effect to this Order and any other orders for which recognition is sought throughout the UK.

6. The Court requests the aid and assistance of the Australian Court to recognize the Chapter 11 Cases as a "foreign main proceeding" or "foreign non-main proceeding," as applicable, and Mr. Mark Bradley as a "foreign representative" pursuant to the CBIA, and to recognize and give full force and effect in all states and territories to this Order and any other orders for which recognition is sought in Australia.

7. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective immediately and enforceable upon its entry.

8. The requirements set forth in Local Rule 9013-1(b) are satisfied by the contents of the Motion.

9. For the purposes of communicating with the Foreign Courts (should it be necessary), this Court may utilize the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network as this Court determines is just and proper.

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

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

Dated: August 18, 2022  
New York, New York

/s/ James L. Garrity, Jr.

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

**SCHEDULE “C”  
JOINT ADMINISTRATION ORDER**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK*****In re*****PAR PHARMACEUTICAL, INC.,****Debtor.****Fed. Tax Id. No. 22-2228342****Chapter 11****Case No. 22-22546 (JLG)*****In re*****ACTIENT PHARMACEUTICALS LLC,****Debtor.****Fed. Tax Id. No. 27-2717232****Chapter 11****Case No. 22-22547 (JLG)*****In re*****70 MAPLE AVENUE, LLC,****Debtor.****Fed. Tax Id. No. 90-0951491****Chapter 11****Case No. 22-22548 (JLG)*****In re*****ENDO INTERNATIONAL plc,****Debtor.****Fed. Tax Id. No. 68-0683755****Chapter 11****Case No. 22-22549 (JLG)*****In re*****ENDO VENTURES LIMITED,****Debtor.****Fed. Tax Id. No. 98-1156029****Chapter 11****Case No. 22-22550 (JLG)**

***In re*****ANCHEN INCORPORATED,****Debtor.****Fed. Tax Id. No. 20-2008760****Chapter 11****Case No. 22-22552 (JLG)*****In re*****GENERICS INTERNATIONAL (US), INC.,****Debtor.****Fed. Tax Id. No. 26-1166489****Chapter 11****Case No. 22-22554 (JLG)*****In re*****ANCHEN PHARMACEUTICALS, INC.,****Debtor.****Fed. Tax Id. No. 68-0519179****Chapter 11****Case No. 22-22556 (JLG)*****In re*****DAVA PHARMACEUTICALS, LLC,****Debtor.****Fed. Tax Id. No. 20-1207354****Chapter 11****Case No. 22-22558 (JLG)*****In re*****ENDO PAR INNOVATION COMPANY,  
LLC,****Debtor.****Fed. Tax Id. No. 81-1532435****Chapter 11****Case No. 22-22561 (JLG)**

***In re*****GENERIC'S BIDCO I, LLC,****Debtor.****Fed. Tax Id. No. 26-1166905****Chapter 11****Case No. 22-22563 (JLG)*****In re*****INNOTEQ, INC.,****Debtor.****Fed. Tax Id. No. 26-3273381****Chapter 11****Case No. 22-22565 (JLG)*****In re*****JHP ACQUISITION, LLC,****Debtor.****Fed. Tax Id. No. 36-4747861****Chapter 11****Case No. 22-22567 (JLG)*****In re*****JHP GROUP HOLDINGS, LLC,****Debtor.****Fed. Tax Id. No. 37-1707688****Chapter 11****Case No. 22-22569 (JLG)*****In re*****KALI LABORATORIES, LLC,****Debtor.****Fed. Tax Id. No. 22-3494898****Chapter 11****Case No. 22-22572 (JLG)**

***In re*****MOORES MILL PROPERTIES L.L.C.,****Debtor.****Fed. Tax Id. No. 26-1309523****Chapter 11****Case No. 22-22574 (JLG)*****In re*****PAR PHARMACEUTICAL COMPANIES,  
INC.,****Debtor.****Fed. Tax Id. No. 81-3078301****Chapter 11****Case No. 22-22576 (JLG)*****In re*****PAR PHARMACEUTICAL HOLDINGS,  
INC.,****Debtor.****Fed. Tax Id. No. 77-0723135****Chapter 11****Case No. 22-22578 (JLG)*****In re*****PAR STERILE PRODUCTS, LLC,****Debtor.****Fed. Tax Id. No. 26-0220105****Chapter 11****Case No. 22-22580 (JLG)*****In re*****PAR, LLC,****Debtor.****Fed. Tax Id. No. 20-0011286****Chapter 11****Case No. 22-22582 (JLG)**

***In re*****QUARTZ SPECIALTY  
PHARMACEUTICALS, LLC,****Debtor.****Fed. Tax Id. No. 63-1255368****Chapter 11****Case No. 22-22584 (JLG)*****In re*****VINTAGE PHARMACEUTICALS, LLC,****Debtor.****Fed. Tax Id. No. 63-1257882****Chapter 11****Case No. 22-22586 (JLG)*****In re*****ACTIENT THERAPEUTICS LLC,****Debtor.****Fed. Tax Id. No. 45-4102019****Chapter 11****Case No. 22-22588 (JLG)*****In re*****ASTORA WOMEN'S HEALTH IRELAND  
LIMITED,****Debtor.****Fed. Tax Id. No. 52-2035829****Chapter 11****Case No. 22-22591 (JLG)*****In re*****ASTORA WOMEN'S HEALTH, LLC,****Debtor.****Fed. Tax Id. No. 47-3330427****Chapter 11****Case No. 22-22594 (JLG)**

***In re*****AUXILIUM INTERNATIONAL  
HOLDINGS, LLC,****Debtor.****Fed. Tax Id. No. 26-1629643****Chapter 11****Case No. 22-22596 (JLG)*****In re*****AUXILIUM PHARMACEUTICALS, LLC,****Debtor.****Fed. Tax Id. No. 23-3016883****Chapter 11****Case No. 22-22598 (JLG)*****In re*****AUXILIUM US HOLDINGS, LLC,****Debtor.****Fed. Tax Id. No. 26-1628967****Chapter 11****Case No. 22-22601 (JLG)*****In re*****BERMUDA ACQUISITION  
MANAGEMENT LIMITED,****Debtor.****Fed. Tax Id. No. N/A****Chapter 11****Case No. 22-22603 (JLG)*****In re*****BIOSPECIFICS TECHNOLOGIES LLC,****Debtor.****Fed. Tax Id. No. 11-3054851****Chapter 11****Case No. 22-22605 (JLG)**

***In re*****BRANDED OPERATIONS HOLDINGS,  
INC.,****Debtor.****Fed. Tax Id. No. 85-3936945****Chapter 11****Case No. 22-22608 (JLG)*****In re*****DAVA INTERNATIONAL, LLC,****Debtor.****Fed. Tax Id. No. 34-1969945****Chapter 11****Case No. 22-22610 (JLG)*****In re*****ENDO AESTHETICS LLC,****Debtor.****Fed. Tax Id. No. 84-3630218****Chapter 11****Case No. 22-22613 (JLG)*****In re*****ENDO BERMUDA FINANCE LIMITED,****Debtor.****Fed. Tax Id. No. 98-1254093****Chapter 11****Case No. 22-22615 (JLG)*****In re*****ENDO DESIGNATED ACTIVITY  
COMPANY,****Debtor.****Fed. Tax Id. No. 98-1147135****Chapter 11****Case No. 22-22551 (JLG)**

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*In re***ENDO EUROFIN UNLIMITED  
COMPANY,****Debtor.****Fed. Tax Id. No. 98-1522009**

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**Chapter 11****Case No. 22-22553 (JLG)**

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*In re***ENDO FINANCE IV UNLIMITED  
COMPANY,****Debtor.****Fed. Tax Id. No. 98-1262779**

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**Chapter 11****Case No. 22-22555 (JLG)**

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*In re***ENDO FINANCE LLC,****Debtor.****Fed. Tax Id. No. 46-4766481**

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**Chapter 11****Case No. 22-22557 (JLG)**

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*In re***ENDO FINANCE OPERATIONS LLC,****Debtor.****Fed. Tax Id. No. 82-1446355**

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**Chapter 11****Case No. 22-22559 (JLG)**

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*In re***ENDO FINCO INC.,****Debtor.****Fed. Tax Id. No. 46-4765794**

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**Chapter 11****Case No. 22-22560 (JLG)**



***In re*****ENDO GENERICS HOLDINGS, INC.,****Debtor.****Fed. Tax Id. No. 46-0634834****Chapter 11****Case No. 22-22562 (JLG)*****In re*****ENDO GLOBAL AESTHETICS LIMITED,****Debtor.****Fed. Tax Id. No. 98-1462898****Chapter 11****Case No. 22-22564 (JLG)*****In re*****ENDO GLOBAL BIOLOGICS LIMITED,****Debtor.****Fed. Tax Id. No. 98-1462735****Chapter 11****Case No. 22-22566 (JLG)*****In re*****ENDO GLOBAL DEVELOPMENT  
LIMITED,****Debtor.****Fed. Tax Id. No. 98-1494785****Chapter 11****Case No. 22-22568 (JLG)*****In re*****ENDO GLOBAL FINANCE LLC,****Debtor.****Fed. Tax Id. No. 38-4007754****Chapter 11****Case No. 22-22570 (JLG)**

***In re*****ENDO GLOBAL VENTURES,****Debtor.****Fed. Tax Id. No. 98-1224244****Chapter 11****Case No. 22-22571 (JLG)*****In re*****ENDO HEALTH SOLUTIONS INC.,****Debtor.****Fed. Tax Id. No. 13-4022871****Chapter 11****Case No. 22-22573 (JLG)*****In re*****ENDO INNOVATION VALERA, LLC,****Debtor.****Fed. Tax Id. No. 83-0973622****Chapter 11****Case No. 22-22575 (JLG)*****In re*****ENDO IRELAND FINANCE II LIMITED,****Debtor.****Fed. Tax Id. No. 98-1300535****Chapter 11****Case No. 22-22577 (JLG)*****In re*****ENDO LLC,****Debtor.****Fed. Tax Id. No. 46-4266640****Chapter 11****Case No. 22-22579 (JLG)**

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*In re***ENDO LUXEMBOURG FINANCE  
COMPANY I S.à r.l.,****Debtor.****Fed. Tax Id. No. 98-1143863**

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**Chapter 11****Case No. 22-22581 (JLG)**

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*In re***ENDO LUXEMBOURG HOLDING  
COMPANY S.à.r.l.,****Debtor.****Fed. Tax Id. No. 98-1147168**

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**Chapter 11****Case No. 22-22583 (JLG)**

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*In re***ENDO LUXEMBOURG  
INTERNATIONAL FINANCING S.à.r.l.,****Debtor.****Fed. Tax Id. No. 98-1402905**

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**Chapter 11****Case No. 22-22585 (JLG)**

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*In re***ENDO MANAGEMENT LIMITED,****Debtor.****Fed. Tax Id. No. 98-1154866**

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**Chapter 11****Case No. 22-22587 (JLG)**

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*In re***ENDO PHARMACEUTICALS FINANCE  
LLC,****Debtor.****Fed. Tax Id. No. 82-1445768**

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**Chapter 11****Case No. 22-22589 (JLG)**

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*In re***ENDO PHARMACEUTICALS INC.,****Debtor.****Fed. Tax Id. No. 52-2035829**

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**Chapter 11****Case No. 22-22590 (JLG)**

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*In re***ENDO PHARMACEUTICALS  
SOLUTIONS INC.,****Debtor.****Fed. Tax Id. No. 04-3047911**

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**Chapter 11****Case No. 22-22592 (JLG)**

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*In re***ENDO PHARMACEUTICALS VALERA  
INC.,****Debtor.****Fed. Tax Id. No. 13-4119931**

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**Chapter 11****Case No. 22-22593 (JLG)**

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*In re***ENDO PROCUREMENT OPERATIONS  
LIMITED,****Debtor.****Fed. Tax Id. No. 98-1477840**

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**Chapter 11****Case No. 22-22595 (JLG)**

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*In re***ENDO TOPFIN LIMITED,****Debtor.****Fed. Tax Id. No. 98-1248086**

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**Chapter 11****Case No. 22-22597 (JLG)**

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*In re***ENDO U.S. INC.,****Debtor.****Fed. Tax Id. No. 46-4710786**

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**Chapter 11****Case No. 22-22599 (JLG)**

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*In re***ENDO US HOLDINGS LUXEMBOURG I  
S.à.r.l.,****Debtor.****Fed. Tax Id. No. 98-1247910**

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**Chapter 11****Case No. 22-22600 (JLG)**

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*In re***ENDO VENTURES AESTHETICS  
LIMITED,****Debtor.****Fed. Tax Id. No. 98-1529967**

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**Chapter 11****Case No. 22-22602 (JLG)**

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*In re***ENDO VENTURES BERMUDA LIMITED,****Debtor.****Fed. Tax Id. No. 98-1160688**

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**Chapter 11****Case No. 22-22604 (JLG)**

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*In re***ENDO VENTURES CYPRUS LIMITED,****Debtor.****Fed. Tax Id. No. 98-1231544**

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**Chapter 11****Case No. 22-22606 (JLG)**

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*In re***GENERICS INTERNATIONAL (US) 2,  
INC.,****Debtor.****Fed. Tax Id. No. 30-0945075**

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**Chapter 11****Case No. 22-22607 (JLG)**

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*In re***GENERICS INTERNATIONAL  
VENTURES ENTERPRISES LLC,****Debtor.****Fed. Tax Id. No. 83-1584685**

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**Chapter 11****Case No. 22-22609 (JLG)**

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*In re***HAWK ACQUISITION IRELAND  
LIMITED,****Debtor.****Fed. Tax Id. No. 98-1244776**

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**Chapter 11****Case No. 22-22611 (JLG)**

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*In re***KALI LABORATORIES 2, INC.,****Debtor.****Fed. Tax Id. No. 61-1796751**

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**Chapter 11****Case No. 22-22612 (JLG)**

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*In re***LUXEMBOURG ENDO SPECIALTY  
PHARMACEUTICALS HOLDING I  
S.à r.l.,****Debtor.****Fed. Tax Id. No. 98-1300601**

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**Chapter 11****Case No. 22-22614 (JLG)**

***In re*****PALADIN LABS CANADIAN HOLDING  
INC.,****Debtor.****No Fed. Tax Id. No. N/A****Chapter 11****Case No. 22-22616 (JLG)*****In re*****PALADIN LABS INC.,****Debtor.****Fed. Tax Id. No. 98-1181410****Chapter 11****Case No. 22-22617 (JLG)*****In re*****PAR LABORATORIES EUROPE, LTD.,****Debtor.****Fed. Tax Id. No. 98-1319597****Chapter 11****Case No. 22-22618 (JLG)*****In re*****PAR PHARMACEUTICAL 2, INC.,****Debtor.****Fed. Tax Id. No. 30-0944895****Chapter 11****Case No. 22-22619 (JLG)*****In re*****SLATE PHARMACEUTICALS, LLC,****Debtor.****Fed. Tax Id. No. 26-0456201****Chapter 11****Case No. 22-22620 (JLG)**

*In re*

**TIMM MEDICAL HOLDINGS, LLC,**

**Debtor.**

**Fed. Tax Id. No. 27-0468744**

**Chapter 11**

**Case No. 22-22621 (JLG)**

**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**

Upon the motion (the “Motion”)<sup>1</sup> of the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases (the “Chapter 11 Cases”) for the entry of an order (this “Order”) (a) directing joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b), (b) waiving the requirements of section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n), and (c) granting related relief, all as more fully set out in the Motion; and the Court having reviewed the Motion and the First Day Declaration ~~and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”)[JLG]~~; and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion ~~and the Hearing~~ **[JLG]** 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 that such relief is in the best interests

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.



of the Debtors, their estates, creditors, and all 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 solely to the extent set forth herein.
2. Each of the Chapter 11 Cases is consolidated for procedural purposes only and shall be jointly administered by the Court.
3. Nothing contained in this Order shall be deemed or construed as directing or otherwise effecting any substantive consolidation of any of the Chapter 11 Cases.
4. The caption of the jointly administered Chapter 11 Cases shall read as follows:

**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)**

5. All original pleadings shall be captioned as indicated in the preceding decretal paragraph, and all original docket entries shall be made in the case of Endo International plc, Case No. 22-22549 (JLG).

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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.

6. Docket entries shall be made on the docket of each of the Chapter 11 Cases

(except that of Endo International plc) substantially as follows:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure directing the procedural consolidation and joint administration of the chapter 11 cases of Endo International plc and its affiliates that have concurrently commenced chapter 11 cases. The docket in the chapter 11 case of Endo International plc (3755), Case No. 22-22549 (JLG), should be consulted for all matters affecting the chapter 11 cases of: 70 Maple Avenue, LLC (1491); Actient Pharmaceuticals LLC (7232); Actient Therapeutics LLC (2019); Anchen Incorporated (8760); Anchen Pharmaceuticals, Inc. (9179); Astora Women's Health Ireland Limited (5829); Astora Women's Health, LLC (0427); Auxilium International Holdings, LLC (9643); Auxilium Pharmaceuticals, LLC (6883); Auxilium US Holdings, LLC (8967); Bermuda Acquisition Management Limited (N/A); BioSpecifics Technologies LLC (4851); Branded Operations Holdings, Inc. (6945); DAVA International, LLC (9945); DAVA Pharmaceuticals, LLC (7354); Endo Aesthetics LLC (0218); Endo Bermuda Finance Limited (4093); Endo Designated Activity Company (7135); Endo Eurofin Unlimited Company (2009); Endo Finance IV Unlimited Company (2779); Endo Finance LLC (6481); Endo Finance Operations LLC (6355); Endo Finco Inc. (5794); Endo Generics Holdings, Inc. (4834); Endo Global Aesthetics Limited (2898); Endo Global Biologics Limited (2735); Endo Global Development Limited (4785); Endo Global Finance LLC (7754); Endo Global Ventures (4244); Endo Health Solutions Inc. (2871); Endo Innovation Valera, LLC (3622); Endo Ireland Finance II Limited (0535); Endo LLC (6640); Endo Luxembourg Finance Company I S.à r.l. (3863); Endo Luxembourg Holding Company S.à.r.l. (7168); Endo Luxembourg International Financing S.à.r.l. (2905); Endo Management Limited (4866); Endo Par Innovation Company, LLC (2435); Endo Pharmaceuticals Finance LLC (5768); Endo Pharmaceuticals Inc. (5829); Endo Pharmaceuticals Solutions Inc. (7911); Endo Pharmaceuticals Valera Inc. (9931); Endo Procurement Operations Limited (7840); Endo TopFin Limited (8086); Endo U.S. Inc. (0786); Endo US Holdings Luxembourg I S.à.r.l. (7910); Endo Ventures Aesthetics Limited (9967); Endo Ventures Bermuda Limited (0688); Endo Ventures Cyprus Limited (1544); Endo Ventures Limited (6029); Generics Bidco I, LLC (6905); Generics International (US) 2, Inc. (5075); Generics International (US), Inc. (6489); Generics International Ventures Enterprises LLC (4685); Hawk Acquisition Ireland Limited (4776); Innoteq, Inc. (3381); JHP Acquisition, LLC (7861); JHP Group Holdings, LLC (7688); Kali Laboratories 2, Inc. (6751); Kali Laboratories, LLC (4898); Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l. (0601); Moores Mill Properties L.L.C. (9523); Paladin Labs Canadian Holding Inc. (N/A); Paladin Labs Inc. (1410); Par Laboratories Europe, Ltd. (9597); Par Pharmaceutical 2, Inc. (4895); Par Pharmaceutical Companies, Inc. (8301); Par Pharmaceutical Holdings, Inc. (3135); Par Pharmaceutical, Inc. (8342); Par Sterile Products, LLC (0105); Par, LLC (1286); Quartz Specialty

Pharmaceuticals, LLC (5368); Slate Pharmaceuticals, LLC (6201); Timm Medical Holdings, LLC (8744); and Vintage Pharmaceuticals, LLC (7882).

7. The requirements under section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n) that the case caption and other notices mailed in the Chapter 11 Cases include the Debtors' tax identification numbers and other identifying information about the Debtors are hereby waived.

8. The Debtors shall file their monthly operating reports required by the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees, issued by the U.S. Trustee, in accordance with the applicable Instructions for UST Form 11-MOR: Monthly Operating Report and Supporting Documentation.

9. This Order shall apply to any future filing of any affiliate of the Debtors; *provided, however*, that the Debtors shall file notice with the Court identifying the cases of such affiliates and stating that this Order shall apply to such cases.

10. The requirements set forth in Local Rule 9013-1(b) are satisfied by the contents of the Motion.

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

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

Dated: August 17, 2022  
New York, New York

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

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HONORABLE JAMES L. GARRITY, JR  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE “D”  
NOTICE OF STAY ORDER**

**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 No. 4**

**ORDER (I) ENFORCING AND RESTATING SECTIONS  
362, 365, 525, AND 541 OF THE BANKRUPTCY CODE; (II)  
APPROVING FORM AND MANNER OF NOTICE TO NON-U.S.  
CUSTOMERS, SUPPLIERS, AND OTHER STAKEHOLDERS OF  
THE DEBTORS; (III) APPROVING FORM AND MANNER OF NOTICE  
TO NON-U.S. CUSTOMERS, SUPPLIERS, AND OTHER STAKEHOLDERS  
OF THE NON-DEBTOR AFFILIATES; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”) in the above-captioned cases (the “Chapter 11 Cases”) for an order (a) enforcing and restating the automatic stay provisions of section 362 of the Bankruptcy Code, the anti-termination and anti-modification provisions of section 365 of the Bankruptcy Code, the anti-discrimination provisions of section 525 of the Bankruptcy Code, and the anti-*ipso facto* provision of section 541(c) of the Bankruptcy Code; (b) approving the form and manner of notice, substantially in the form attached as **Exhibit 1** hereto (the “Proposed Debtor Notice”), to the non-U.S. customers, suppliers, and other stakeholders and governmental entities of the Debtors, confirming that the Debtors are

<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.

subject to the supervision of the Bankruptcy Court and the protections of the Bankruptcy Code, including the foregoing provisions; (c) approving the form and manner of notice, substantially in the form attached as **Exhibit 2** hereto (the “Proposed Non-Debtor Notice”), to the non-U.S. customers, suppliers, and other stakeholders of the Non-Debtor Affiliates, confirming that the Non-Debtor Affiliates are not included in the Chapter 11 Cases, and thus are not subject to the supervision of the Bankruptcy Court nor the provisions of the Bankruptcy Code that are the subject of the Motion; and (d) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334; (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and other parties-in-interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED solely to the extent set forth herein.
2. Subject to any relevant provisions or exceptions to the automatic stay contained in section 362(b) of the Bankruptcy Code and applicable law, and the right of any party-in-interest to seek relief from the automatic stay in accordance with section 362(d) of the

Bankruptcy Code, all persons (including individuals, partnerships, corporations, and other entities and all those acting on their behalf) and governmental units, whether of the United States, any state or locality therein or any territory or possession thereof, or any foreign jurisdiction (including any division, department, agency, instrumentality, or service thereof, and all those acting on their behalf), are hereby stayed, restrained, and enjoined from:

- (a) commencing or continuing any judicial, administrative, or other action or proceeding (including, but not limited to, any bankruptcy, liquidation, suspension of payments, or any and all other similar proceedings in a foreign jurisdiction) against the Debtors that was or could have been commenced before the Petition Date, or an act to recover a claim against the Debtors that arose before the Petition Date;
- (b) taking any action to collect, assess, or recover a claim against the Debtors that arose before the Petition Date;
- (c) enforcing, against the Debtors or against property of their estates whether located in the United States or in any foreign jurisdiction, including, without limitation, Ireland, Canada, the United Kingdom, and Luxembourg, a judgment or order obtained before the Petition Date;
- (d) taking any action to obtain possession of property of the Debtors' estates or to exercise control over property of their estates wherever located in the United States or in any foreign jurisdiction, including, without limitation, Ireland, Canada, the United Kingdom, and Luxembourg, or interfere in any way with the conduct by the Debtors of their business, including, without limitation, attempts to seize or reclaim any equipment, supplies, or other assets the Debtors use in their business;
- (e) taking any action to create, perfect, or enforce any lien against property of any of the Debtors' estates;
- (f) taking any action to create, perfect, or enforce any lien to the extent that such lien secures a claim that arose before the Petition Date;
- (g) offsetting any debt owing to any of the Debtors that arose before the Petition Date; and
- (h) commencing or continuing a proceeding before the United States Tax Court concerning a tax liability of the Debtors for a taxable period the bankruptcy court may determine.

3. All persons and all foreign and domestic governmental units, and all those acting on their behalf, including sheriffs, marshals, constables, and other or similar law enforcement officers and officials are stayed, restrained, and enjoined from in any way seizing, attaching, foreclosing upon, levying against, or in any other way interfering with any and all property of any of the Debtors, wherever located, in each case subject to paragraph 9 of this Order.

4. Pursuant to and to the extent set forth in section 365 of the Bankruptcy Code, and subject to any relevant provisions or exceptions in the Bankruptcy Code and applicable law, all persons (including individuals, partnerships, corporations, and all those acting for or on their behalf) and all foreign or domestic governmental units (and all those acting for or on their behalf) are hereby prohibited from modifying or terminating any executory contract or unexpired lease, or any right or obligation under such contract or lease, at any time after the commencement of the Chapter 11 Cases solely because of a provision in such contract or lease that is conditioned on (a) the insolvency or financial condition of any Debtor at any time before the closing of the Chapter 11 Cases; or (b) the commencement of the Chapter 11 Cases.

5. Pursuant to and to the extent set forth in section 525 of the Bankruptcy Code, and subject to any relevant provisions or exceptions in the Bankruptcy Code and applicable law, a foreign or domestic governmental unit may not (a) deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to the Debtors; (b) place conditions upon such a grant to the Debtors; or (c) discriminate against the Debtors with respect to such a grant, on account of (i) the commencement of the Chapter 11 Cases, (ii) the Debtors' insolvency, or (iii) the fact that the Debtors have not paid a debt that is dischargeable in the Chapter 11 Cases.

6. Pursuant to and to the extent set forth in section 541(c) of the Bankruptcy Code, and subject to any relevant provisions or exceptions in the Bankruptcy Code and applicable



law, any interest of the Debtors in property becomes property of the estates, notwithstanding any provision in any agreement, transfer instrument, or applicable non-bankruptcy law, that: (a) restricts or conditions transfer of such interest by the Debtors, or (b) is conditioned on the insolvency or financial condition of the Debtors or on the commencement of the Chapter 11 Cases, and that effects or gives an option to effect a forfeiture, modification, or termination of the Debtors' interest in property.

7. The Debtors are authorized, but not directed, to provide notice to parties, as the Debtors determine is appropriate in their sole discretion, of the Chapter 11 Cases and a list of Debtors and Non-Debtor Affiliates. The Debtors are authorized to procure and provide true and correct foreign-language translations of the Motion, this Order, or any other materials filed in the Chapter 11 Cases to any foreign party in interest at the Debtors' discretion.

8. Nothing in this Order or the Motion shall constitute a rejection or assumption by the Debtors, as debtors in possession, of any executory contract or unexpired lease.

9. This Order shall not affect the substantive rights of any party, nor create any rights, defenses, or arguments not otherwise available under applicable law. Specifically, this Order shall not affect the exceptions contained in sections 362(b), 365(b)(4), and 365(e)(2) of the Bankruptcy Code or the right of any party-in-interest to seek relief from the automatic stay in accordance with section 362(d) of the Bankruptcy Code or with respect to an unexpired lease or executory contract under section 365 of the Bankruptcy Code.

10. In accordance with the Bankruptcy Code, the Bankruptcy Rules, and applicable law, upon request of a party in interest, and after notice and a hearing, this Court may grant relief from the restraints imposed herein in the event that it is necessary, appropriate, and warranted to terminate, annul, modify, or condition the injunctive relief herein.

11. For the avoidance of doubt, this Order does not expand or enlarge the rights afforded to the Debtors under the Bankruptcy Code.

12. The form of the Proposed Debtor Notice, attached as **Exhibit 1** hereto, is approved. The Debtors are authorized, but not directed, to serve the Proposed Debtor Notice upon the Debtors' creditors, governmental units, or other regulatory authorities, and/or interested parties wherever located; *provided* that, upon reasonable request, the Debtors will provide counsel to the Ad Hoc First Lien Group with a list of any recipients of the Proposed Debtor Notice.

13. The form of the Proposed Non-Debtor Notice, attached as **Exhibit 2** hereto, is approved. The Debtors are authorized, but not directed, to serve the Proposed Non-Debtor Notice upon the Non-Debtor Affiliates' creditors, governmental units, or other regulatory authorities, and/or interested parties wherever located; *provided* that, upon reasonable request, the Debtors will provide counsel to the Ad Hoc First Lien Group with a list of any recipients of the Proposed Non-Debtor Notice.

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

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

Dated: August 19, 2022  
New York, New York

/S/ James L. Garrity, JR  
JUDGE JAMES L. GARRITY, JR.  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE “E”  
INTERIM WAGES ORDER**

**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 No. 7**

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

Upon the motion (the “Motion”)<sup>2</sup> 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 (this “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 maybe be amended, renewed, replaced, modified, revised, supplemented and/or terminated from time to time in the ordinary course of business) and pay related administrative obligations; (b) authorizing and directing the Banks to honor and process

<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.

related checks and transfers; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court, if any (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 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 necessary to avoid immediate and irreparable harm to the Debtors and their estates and is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest after taking into account the priority scheme of the Bankruptcy Code; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT**

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are hereby authorized, but not directed, in their sole discretion, to pay all amounts required under or related to the Compensation and Benefits Programs, including any Prepetition Employee Obligations and any prepetition Processing Costs; *provided that*, prior to the entry of an order approving the relief requested in the Motion on a final basis (the “Final Order”), the Debtors shall not (a) pay any amounts in excess of the \$15,150 cap under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (the “Employee Cap”) on account of prepetition Wages or (b) pay any amounts before the applicable due dates.

3. 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, to amend, renew, replace, modify, revise, supplement and/or terminate such Compensation and Benefits Programs in the ordinary course of business; *provided that*, this Interim Order does not authorize any action that is otherwise prohibited by the Bankruptcy Code, and, beginning on the date that is seven days after entry of this Interim Order and on a weekly basis thereafter, the Debtors shall provide a report describing any payments on account of any prepetition Reimbursable Expenses to counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, counsel to the U.S. Trustee, and counsel to any Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (collectively, the “Notice Parties”), including the name and job title of each employee to be reimbursed and a description of each expense. The Debtors shall confer with any Notice Party who objects to such payments to make any adjustments necessary to resolve such objection.

4. Notwithstanding the authority provided in paragraphs 2 and 3 above, pending entry of the Final Order, the Debtors are not authorized to remit, pay, satisfy, or honor prepetition or postpetition obligations that have accrued or will accrue on account of the following: Outside Director Compensation, Outside Director Expenses, Retention Programs, the Severance Plan, and Employee Bonus Plans other than Spot Awards. The Debtors, following consultation with the Ad Hoc First Lien Group, shall provide seven days’ notice to the Notice Parties of any proposed Spot Awards, including the name and job title of each employee to be paid or awarded. The Debtors shall not make any such payment pending the resolution of a timely objection from any Notice Party, including, without limitation, the Ad Hoc First Lien Group. Notwithstanding the

foregoing, the Debtors shall not make any payments of Spot Awards to insiders (as defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

5. For the avoidance of doubt, no payment to any Employee may be made pursuant to this Interim Order to the extent that it is a transfer in derogation of section 503(c) of the Bankruptcy Code. This Interim Order does not implicitly or explicitly approve of any bonus plan, incentive plan, severance plan, or other plan covered by section 503(c) of the Bankruptcy Code, and a separate motion will be filed for any request that could fall within section 503(c) of the Bankruptcy Code.

6. The Debtors are authorized, but not directed, in their sole discretion, to (a) continue utilizing third parties for certain services solely as described in the Motion and to pay or cause to be paid such claims as and when such obligations are due and (b) pay prepetition amounts owing in the ordinary course of business to third parties in connection with administering and maintaining the Compensation and Benefits Programs.

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

8. All Banks are (a) authorized and directed to receive, process, honor, and pay any and all checks, drafts, electronic transfers, and other forms of payment used by the Debtors on account of the Compensation and Benefits Programs, whether presented before, on or after the Petition Date; and (b) prohibited from placing any hold on, or attempting to reverse, any automatic transfer on account of the Compensation and Benefits Programs. The Banks shall rely on the representations of the Debtors as to which checks and fund transfers should be honored and paid

pursuant to this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

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

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

11. 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, and any statutory committee appointed in the Chapter 11 cases every 30 days beginning upon entry of this Order.

12. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order, shall constitute or be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) promise



to pay any claim, (e) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, or (f) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

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

14. 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.

15. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to make any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "Final Hearing").

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

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

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

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

20. The Final Hearing on the Motion shall be held on **September 21, 2022 at 11:00 a.m.** (prevailing Eastern Time). Any objections or responses to the entry of the Proposed Final Order shall be filed and served upon counsel for the Debtors so as to be received by 4:00 p.m. (prevailing Eastern Time) by no later than seven days before the Final Hearing (the “Objection Deadline”) If no objections or responses are filed and served by the Objection Deadline, the Court may enter a final order without any further notice of a hearing.

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

Dated: August 19, 2022  
New York, New York

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

**SCHEDULE “F”**  
**INTERIM CUSTOMER PROGRAMS ORDER**

**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 No. 10**

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

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

<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.primeclerk.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.

Declaration and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, in that such relief provides a material net benefit to the Debtors’ estates and creditors after taking into account the Bankruptcy Code’s priority scheme, such relief is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and is a proper exercise of business judgment and in the best interests of the Debtors, their estates, creditors and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, in their sole discretion, and are granted relief from section 362 of the Bankruptcy Code, where applicable, to continue the Customer Programs, including, but not limited to, the Chargeback Program, Rebate and Fee Program, Prompt Pay Discount Program, Product Return Program, Co-Pay Reductions, and Other Customer Programs, in the ordinary course of business on a post-petition basis and, without further order of this Court, to perform and honor all prepetition obligations thereunder that come due during the Interim Period, including making all payments, satisfying all obligations and permitting all setoffs in connection therewith, in each case, in the ordinary course of business and in the same manner and on the same basis as if the Debtors performed and honored such obligations prior to

the Petition Date; *provided* that the Debtors shall provide updates to the Ad Hoc First Lien Group as to the foregoing upon reasonable request.

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

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

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

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

7. The Debtors shall maintain a matrix/schedule of cash payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. 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 these Chapter 11 Cases every 30 days beginning upon entry of this Order.

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

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

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

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

12. Nothing in the Motion or this Order shall be deemed to authorize the Debtors to make any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the “Final Hearing”).

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

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

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



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

17. The Final Hearing on the Motion shall be held on **September 21, 2022 at 10:00 a.m. [JLG]** (prevailing Eastern Time). Any objections or responses to the entry of the Proposed Final Order shall be filed and served upon counsel for the Debtors so as to be received by 4:00 p.m. (prevailing Eastern Time) by no later than seven days before the Final Hearing (the “Objection Deadline”). If no objections or responses are filed and served by the Objection Deadline, the Court may enter a final order without any further notice of a hearing.

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

Dated: August 19, 2022  
New York, New York

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

**SCHEDULE “G”  
INTERIM VENDOR ORDER**

**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 No. 11**

**INTERIM ORDER (I) AUTHORIZING PAYMENT  
OF CERTAIN PREPETITION SPECIFIED TRADE CLAIMS;  
(II) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS  
RELATED CHECKS AND TRANSFERS; AND (III) GRANTING RELATED RELIEF**

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

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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.

(the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, in that such relief provides a material net benefit to the Debtors’ estates and creditors after taking into account the Bankruptcy Code’s priority scheme, such relief is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and is a proper exercise of business judgment and in the best interests of the Debtors, their estates, creditors and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay prepetition Specified Trade Claims comprising all outstanding (a) Lienholder Claims, 503(b)(9) Claims, and Foreign Vendor Claims and (b) Critical Vendor Claims, subject to the Critical Vendors Claims Cap. In the event the Debtors will exceed the Critical Vendors Claims Cap, the Debtors shall provide notice to the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, and the United States Trustee regarding their intent to do so (the “Critical Vendors Claims Cap Notice”). Following the provision of the Critical Vendors Claims Cap Notice, the Debtors shall file with the Court and serve upon all parties entitled to service of the Motion a proposed order increasing the Critical Vendors Claims Cap (the “Proposed Critical Vendors Claims Cap Order”). If no party objects to the Proposed Critical Vendors Claims Cap Order within three days after the filing of the Proposed

Critical Vendors Claims Cap Order, the Court may enter the Proposed Critical Vendors Claims Cap Order without a hearing.

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

4. The form of Trade Agreement attached hereto as **Exhibit 1** is approved in its entirety. Except as otherwise set forth herein, the Debtors shall condition payment of Specified Trade Claims pursuant to this Order upon the execution of a Trade Agreement. Notwithstanding anything to the contrary herein, the Debtors are authorized, but not directed, in their sole discretion, to enter into such Trade Agreements when and if the Debtors determine, in the exercise of their business judgment, that it is appropriate to do so. A Trade Agreement, once agreed to and accepted by a Specified Trade Claimant, shall be the legally binding contractual relationship between the parties governing the commercial trade relationship as provided therein; *provided* that the Debtors may agree to implement such modifications to the form of Trade Agreement the Debtors deem necessary or advisable in the reasonable exercise of their business judgment to obtain Customary Trade Terms from the applicable Specified Trade Claimant; *provided, further*, that the Debtors

may pay a Specified Trade Claim without the applicable Specified Trade Claimant having executed a Trade Agreement only if the Debtors determine, in their reasonable business judgment, that a Trade Agreement is unnecessary to ensure the applicable Specified Trade Claimant's continued performance on Customary Trade Terms; *provided, further*, that the Debtors will, upon reasonable request, provide updates to the Ad Hoc First Lien Group regarding (a) material modifications to or terminations of Trade Agreements and (b) material disputes with respect to any Specified Trade Claimant.

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

6. If the Debtors, in their sole discretion, determine that a Specified Trade Claimant has not complied with the terms and provisions of the Trade Agreement or has failed to continue to provide Customary Trade Terms following the date of the agreement, or on such terms as were individually agreed to between the Debtors and such Specified Trade Claimant, the Debtors may terminate a Trade Agreement, together with the other benefits to the Specified Trade Claimant as contained in this Order; *provided, however*, that the Trade Agreement may be reinstated (a) if such determination is subsequently reversed by the Court for good cause after it is shown that the determination was materially incorrect after notice and a hearing following a motion from the Specified Trade Claimant, (b) the underlying default under the Trade Agreement is fully cured by the Specified Trade Claimant not later than five business days after the date the

initial default occurred or (c) the Debtors, in their sole discretion, reach a subsequent agreement with the Specified Trade Claimant; *provided, further*, that the Debtors will, upon reasonable request, provide updates to the Ad Hoc First Lien Group regarding (i) material modifications to or terminations of Trade Agreements and (ii) material disputes with respect to any Specified Trade Claimant.

7. If a Trade Agreement is terminated as set forth above, or if a Specified Trade Claimant that has received Payment later refuses to continue to supply goods or services for the applicable period in compliance with the Trade Agreement or this Order, then (a) the Debtors may, in their sole discretion, declare that the Payment is a voidable postpetition transfer pursuant to section 549(a) of the Bankruptcy Code that the Debtors may recover in cash or in goods from such Specified Trade Claimant, (b) the creditor shall immediately return such Payments to the extent that the aggregate amount of such Payments exceeds the postpetition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights, adjustments or offsets of any type whatsoever, and (c) the creditor's Specified Trade Claim shall be reinstated in such an amount so as to restore the Debtors and the Specified Trade Claimants to their original positions as if the Trade Agreement had never been entered into and no Payment had been made.

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

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

10. The Debtors shall provide this Court, the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, and any official committee appointed in the Chapter 11 Cases with reasonable and timely access to information, including a list of Critical Vendors, which such parties shall keep confidential and treat as for professional eyes only, sufficient to enable such parties to monitor payments made, obligations satisfied, and other actions taken.

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

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

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



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

15. Nothing herein shall impair or prejudice the Debtors’ or any other party-in-interest’s ability to contest the extent, perfection, priority, validity or amounts of any claims or liens held by any Specified Trade Claimant and the Debtors’ rights to contest the extent, validity or perfection or seek the avoidance of all such liens or the priority of such claims are fully preserved.

16. Nothing contained herein is or should be construed as: (a) an implication or admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors’ or any other party-in-interest’s rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) a promise to pay any claim, (e) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved), (f) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (g) a waiver of the obligation of any party in interest to file a proof of claim, or (h) otherwise affecting the Debtors’ rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. If this Court grants the relief sought herein, any

payment made pursuant to this Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

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

19. Nothing in the Motion or this Order shall be deemed to authorize the Debtors to make any Payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "Final Hearing").

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

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

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

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

24. A final hearing (the “Final Hearing”) on the relief requested in the Motion shall be held on **September 21, 2022, at 11:00 a.m.** (prevailing Eastern time). Any party in interest objecting to the relief sought at the Final Hearing shall file written objections no later than **September 14, 2022 at 4:00 p.m.** If no objections or responses are filed and served by the Objection Deadline, the Court may enter a final order without any further notice of a hearing.

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

Dated: August 19, 2022  
New York, New York

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

**SCHEDULE “H”  
INTERIM TAXES ORDER**

**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 No. 12**

**INTERIM ORDER AUTHORIZING (I) DEBTORS  
TO PAY CERTAIN PREPETITION TAXES, GOVERNMENTAL  
ASSESSMENTS AND FEES; AND (II) FINANCIAL INSTITUTIONS  
TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

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

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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.

the relief requested in the Motion at a hearing before the Court (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that immediate relief is necessary to avoid irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and is in the best interests of the Debtors, their estates, creditors and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay the Taxes and Fees (without regard to whether the Taxes and Fees accrued or arose before, on or after the Petition Date), including, but not limited to, all of those Taxes and Fees subsequently determined, upon audit or otherwise, to be owed, with all such payments subject to, and in compliance with, any interim or final order approving the Debtors’ use of cash collateral (the “Cash Collateral Order”).
3. All Banks are (a) authorized and directed to receive, process, honor, and pay any and all checks, drafts, electronic transfers, and other forms of payment used by the Debtors on account of the Taxes and Fees, whether presented before, on, or after the Petition Date; *provided, however*, that sufficient funds are on deposit in the applicable accounts to cover such payments; and (b) prohibited from placing any hold on, or attempting to reverse, any automatic transfer on account of the Taxes and Fees. The Banks shall rely on the direction and

representations of the Debtors as to which checks and fund transfers should be honored and paid pursuant to this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

4. 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 Interim Order.

5. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to entry of a final order granting the relief requested in the Motion.

6. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Interim 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, and any statutory committee appointed in the Chapter 11 Cases every 30 days beginning upon entry of this Interim Order.

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

8. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order, shall constitute or be construed as

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

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

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

11. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to make any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "Final Hearing").



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

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

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

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

16. The Final Hearing on the Motion shall be held on **September 21, 2022 at 10:00 a.m. [JLG]** (prevailing Eastern Time). Any objections or responses to the entry of the Proposed Final Order shall be filed and served upon counsel for the Debtors so as to be received by 4:00 p.m. (prevailing Eastern Time) by no later than seven days before the Final Hearing (the “Objection Deadline”). If no objections or responses are filed and served by the Objection Deadline, the Court may enter a final order without any further notice of a hearing.

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

Dated: August 19, 2022  
New York, New York

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

**SCHEDULE “I”  
INTERIM INSURANCE ORDER**

**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 (JLP)**

**(Joint Administered)**

**Related Docket No. 13**

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

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned cases (the "Chapter 11 Cases"), pursuant to sections 105(a), 363(b), 507(a) and 541 of the Bankruptcy Code for entry of an interim order (this "Interim Order") and a final order authorizing, but not directing, (i) the Debtors to continue and, in consultation with the Ad Hoc First Lien Group, renew their Insurance Programs, (ii) the financial institutions to honor and process related checks and transfers, and (iii) the Debtors to modify the automatic stay with respect to the Workers' Compensation Claims, all as set forth more fully 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");

<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 the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that immediate relief is necessary to avoid irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and is in the best interests of the Debtors, their estates, creditors and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are hereby authorized, but not directed, in their sole discretion, to continue their Insurance Programs—including the Insurance Policies listed on **Exhibit C** attached to the Motion, the surety bonds listed on **Exhibit D** attached to the Motion, and the Letters of Credit listed on **Exhibit E** attached to the Motion—without interruption and in accordance with the same practices and procedures as were in effect prior to the Petition Date.
3. The Debtors are authorized, but not directed, in their sole discretion, to pay prepetition obligations, if any, that may be owed in connection with the Insurance Programs (including Broker's fees and insurance deductibles) during the interim period, whether due and payable before, on or after the Petition Date to the extent any such obligations are owed.
4. The Debtors are authorized, but not directed, in consultation with the Ad Hoc First Lien Group, to renew or obtain new Insurance Policies or execute other agreements in

connection with their Insurance Programs, including, without limitation, upon the expiration or termination of any Insurance Policy.

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

6. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Interim 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, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Interim Order.

7. 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 Interim Order.

8. The Debtors are authorized, but not directed, to continue their workers' compensation insurance policies and to pay or set off any outstanding prepetition claims, taxes, charges, assessments, premiums, and third-party administrator fees arising under the workers' compensation insurance policies in which they participate. In addition, the Debtors are authorized,

in their discretion, (a) to modify the automatic stay of section 362 of the Bankruptcy Code, without further order of this Court, to allow (i) Workers' Compensation Claims to proceed under the applicable workers' compensation insurance policies and (ii) the Debtors' insurance provider and/or third-party administrators to negotiate, settle, and/or litigate Workers' Compensation Claims; and (b) to pay resulting amounts, whether such claims arose before, on, or after the Petition Date.

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

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

proof of claim, or (h) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

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

12. 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.

13. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to make any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "Final Hearing").

14. Nothing in this Interim Order authorizes the Debtors or any other party to accelerate any payments or obligations not otherwise due prior to the date of the Final Hearing.

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

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

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

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

19. The Final Hearing on the Motion shall be held on **September 21, 2022 at 11:00 a.m.** (prevailing Eastern Time). Any objections or responses to the entry of the Proposed Final Order shall be filed and served upon counsel for the Debtors so as to be received by 4:00 p.m. (prevailing Eastern Time) by no later than seven days before the Final Hearing (the “Objection Deadline”). If no objections or responses are filed and served by the Objection Deadline, this Court may enter a final order without any further notice of a hearing.

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

Dated: August 19, 2022  
New York, New York

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



**SCHEDULE “J**  
**INTERIM CASH MANAGEMENT ORDER**

**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 No. 16**

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

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

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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.

course of business; (ii) granting administrative expense priority for claims arising from postpetition Intercompany Transactions; (iii) granting a waiver with respect to the requirements of section 345(b) of the Bankruptcy Code; and (iv) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court, if any (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 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 necessary to avoid immediate and irreparable harm to the Debtors and their estates and is in the best interests of the Debtors, their estates, creditors and other parties-in-interest after taking into account the priority scheme of the Bankruptcy Code; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor

**IT IS HEREBY ORDERED THAT**

1. The Motion is GRANTED on an interim basis as set forth herein.
2. To the extent that the Bank Accounts and Investment Accounts do not strictly adhere to the requirements of the U.S. Trustee Guidelines or Bankruptcy Code sections 345(a) or 345(b), the Debtors’ time to comply with such requirements is hereby extended for a period of 45 days from the date of this Interim Order; *provided, however*, that such extension is without prejudice to the Debtors’ right to (i) request a further extension of such relief or any waiver of the requirements of Bankruptcy Code section 345(b) and (ii) assert that any particular Bank

Account and Investment Account complies with Bankruptcy Code section 345(b); *provided, further*, for the avoidance of doubt, the Banks will not be required to bond deposits held in the Bank Accounts, as required by section 345(b) of the Bankruptcy Code. For the avoidance of doubt, the U.S. Trustee's right to oppose any such request or assertion by the Debtors consistent with items (i) and (ii) in this paragraph is expressly reserved.

3. The Debtors are authorized, but not directed, in their sole discretion, to (a) continue operating the Cash Management System, including through Intercompany Transactions, and (b) make ordinary course changes to their Cash Management System; *provided that* the Debtors shall provide reasonable notice to counsel to the Ad Hoc First Lien Group and U.S. Trustee prior to making any material change to the Cash Management System.

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

5. The Debtors are authorized, on the terms set forth in this Interim Order, to open any new bank accounts or close any existing Bank Accounts as they may deem necessary and appropriate; *provided that* in the event the Debtors open a new bank account they shall open one at an Authorized Depository and shall timely indicate the opening of such account on the Debtors' monthly operating report and shall provide five business days' notice to the U.S. Trustee, counsel to the Ad Hoc First Lien Group, counsel to the Ad Hoc Cross-Holder Group, and any statutory committee appointed in the Chapter 11 Cases of the opening of any new bank accounts at an Authorized Depository or closing of any Bank Account; *provided, further* that the Debtors shall consult with counsel to the Ad Hoc First Lien Group (y) before closing any Bank Account that maintains a balance or (z) opening of any new bank account at an Authorized Depository. The

Debtors are not authorized to open any new investment accounts, as these investment accounts do not comply with sections 345(a) or 345(b) of the Bankruptcy Code.

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

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

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

any disbursement be dishonored or the Banks inadvertently dishonor any disbursements, the Debtors may issue replacement disbursements consistent with the orders of this Court.

9. In accordance with current practice and the agreement governing the Bank Accounts, the Banks are authorized to “charge back” to the Debtors’ accounts any amounts incurred by the Banks resulting from returned checks or other returned items. The Debtors are authorized without any further order of this Court to pay any fees and expenses owed to the Banks, including any Bank Fees or reasonable and documented legal expenses (to the extent due and owing pursuant to the prepetition agreements governing the Bank Accounts), payable prepetition or postpetition (as administrative expenses), in each case regardless of whether such items were deposited prepetition or postpetition or relate to prepetition or postpetition items.

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

11. Any payment from a Bank Account at the request of the Debtors made by a Bank prior to the Petition Date (including any ACH Transfers such Bank is or becomes obligated to settle), or any instruments issued by such Bank on behalf of any Debtor pursuant to a “midnight

deadline” or otherwise, shall be deemed to be paid prepetition, whether or not actually debited from the Bank Account prepetition.

12. The Debtors are authorized, but not directed, subject to the terms of this Interim Order, to (a) continue the Intercompany Transactions in the ordinary course of business, including with the Non-Debtor Affiliates, and (b) honor and make payments in respect of Intercompany Claims arising after the Petition Date in accordance with the Intercompany Transactions and past practice. All Intercompany Claims arising after the Petition Date shall be granted a superpriority administrative expense claim pursuant to section 507(b) of the Bankruptcy Code, subject and junior to any claims, including adequate protection claims, granted in connection with the use of cash collateral in accordance with any interim and final orders, as applicable, approving the use of such cash collateral (the “Cash Collateral Order”).

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

14. The Debtors shall maintain records of all transfers within the Cash Management System, including the Intercompany Transactions, and all such transfers shall be documented in their books and records so that all prepetition and postpetition transactions may be traced and recorded to the same extent maintained by the Debtors before the Petition Date. Upon a reasonable request by the Ad Hoc First Lien Group, the Debtors shall provide access to such books and records to counsel for the Ad Hoc First Lien Group within ten (10) business days and

the Debtors will use reasonable best efforts to provide such access within eight (8) business days of such request.

15. The Debtors are authorized to invest and deposit funds in accordance with their prepetition Investment Practices without the need for any additional or different practices not utilized prior to the Petition Date, notwithstanding that certain of such practices may not strictly comply in all respects with the investment and deposit guidelines set forth in section 345 of the Bankruptcy Code.

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

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

18. 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.

19. 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.

20. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to make any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the “Final Hearing”).

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

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

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

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

25. The Final Hearing on the Motion shall be held on **September 21, 2022 at 11:00 a.m.** (prevailing Eastern Time). Any objections or responses to the entry of the Proposed Final Order shall be filed and served upon counsel for the Debtors so as to be received by 4:00 p.m. (prevailing Eastern Time) by no later than seven (7) days before the Final Hearing (the “Objection Deadline”). If no objections or responses are filed and served by the Objection Deadline, the Court may enter a final order without any further notice of a hearing.

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: August 19, 2022  
New York, New York

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

**SCHEDULE “K”  
INTERIM CASH COLLATERAL ORDER**

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 No. 17

**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**

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 interim order (together with all annexes and exhibits hereto, the “**Interim Order**”), and (ii) grant adequate protection to the Prepetition Secured Parties (as defined below) as set forth herein;
- (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 Interim Order;

<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.

- (c) except to the extent of the Carve Out (as defined herein), and subject to entry of the Final Order, 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, and subject to entry of the Final Order, 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) that this Court schedule a final hearing (the “**Final Hearing**”) to consider entry of a final order granting the relief requested in the Motion on a final basis (the “**Final Order**”);
- (f) waiver of any applicable stay with respect to the effectiveness and enforceability of this Interim Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and
- (g) granting related relief;

and the interim hearing having been held by the Court on August 18, 2022 (the “**Interim 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 Interim 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 Court having considered the interim 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 Interim 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:<sup>2</sup>**

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. ***Committee.*** As of the date hereof, no committee has been appointed in these Cases pursuant to section 1102 of the Bankruptcy Code (any committee appointed under Bankruptcy Code section 1102, a “**Committee**”).

E. ***Debtors’ Stipulations*** . Subject only to the rights of parties in interest specifically set forth in paragraph 19 of this Interim Order (and subject to the limitations thereon contained in

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<sup>2</sup> 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.

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 \$5,869,913,457.85. 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 Interim 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 Interim 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 as to such issues are hereby preserved.

G. ***Need to Use Cash Collateral.*** The Debtors have requested entry of this Interim 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 Interim 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 and the emergency 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 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 Interim Order.

J. ***Relief Essential; Best Interest.*** The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2. The relief requested in the Motion (and as provided in this Interim 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 Interim 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 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 an interim basis as set forth herein, and the use of Cash Collateral on an interim basis is authorized, subject to the terms of this Interim Order.

2. ***Objections Overruled.*** Any objections to the Motion with respect to the entry of this Interim 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 Interim 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 Interim Order and the Approved Budget (as defined below), and for no other purposes.

(b) ***Approved Budget; Budget Period.*** As used in this Interim 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 to the Administrative Agent and the Ad Hoc Cross-Holder Group; 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,<sup>3</sup> 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) 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 Interim 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’ 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

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<sup>3</sup> 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 Interim 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.

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, 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 Interim 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 this 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, and the Ad Hoc Cross-Holder 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, and the Ad Hoc Cross-Holder 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 Interim 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 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.

**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 Interim 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, 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 Interim 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, only upon entry of a Final Order, 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, subject to entry of a Final Order, claims and causes of action arising under section 549 of the Bankruptcy Code) (the "**Avoidance Actions**"), and upon entry of a Final Order,

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.

(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) (subject to entry of the Final Order), 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 this 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 this 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 this 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 this 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 this paragraph 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 Interim 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).

(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, 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, 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 Interim Order so long as this Interim 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 Interim 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 Interim Order so long as this Interim 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 Interim 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 and the Ad Hoc First Lien 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, *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):

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 Interim 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, and the Ad Hoc First Lien 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 Interim 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 Interim 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. 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) (subject to entry of the Final Order), 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 Interim 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).

(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, 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., 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 Interim Order so long as this Interim 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 Interim 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 Interim Order so long as this Interim 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 this Interim Order or the 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, *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 Interim 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 Interim 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 Interim 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 United States Trustee (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 (if any) 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**”) 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 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 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 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 (if any), 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 Interim 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 Interim 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 Interim 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 Interim 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 Interim 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 (o) of this Interim 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 September 30, 2022;

(b) The violation of any material term of this Interim Order or the material violation of this Interim Order by the Debtors that is not cured within five (5) business days of receipt by the Debtors of notice 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 Interim 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) 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) 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 Interim 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 Interim 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) 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 Interim 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 Interim Order;

(l) The Debtors' failure to (i) comply with an Approved Budget as set forth in this Interim 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; and

(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 an 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.

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; (ii) the date on which all or substantially all of the assets of the Debtors are sold in a sale under any chapter 11 plan or pursuant to section 363 of the Bankruptcy Code; or (iii) 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 counsel (if appointed), 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 Interim 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 Interim Order with respect to the Debtors' use of Cash Collateral.

(b) During the Remedies Notice Period, if applicable, the Debtors, the Committees (if appointed), 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; *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 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 Interim Order, and as otherwise available at law or in equity without further order of or application or motion to this Court consistent with this Interim 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 Interim 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 Interim 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 Interim Order or any subsequent order of this Court shall be irrevocable (subject to paragraphs 4(d), 4(g), 5(e), and 19 of this Interim Order), received free and clear of any claim, charge, assessment or other liability, including without limitation, subject to entry of the Final Order, 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.*** Subject to entry of the Final Order, 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, 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 Interim Order, the entry of this Interim 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 Interim 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 Interim 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.

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 Interim Order and the transactions contemplated hereby. Subject to Paragraph 9(a) of this Interim Order, the stay of section 362 of the Bankruptcy Code is hereby modified to permit the parties to accomplish the transactions contemplated by this Interim Order.

14. ***Survival of Interim Order.*** The provisions of this Interim 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 Interim Order, as well as the priorities in payments, liens, and security interests granted pursuant to this Interim 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 paragraphs 4(d), 4(g), 5(e), and 19 of this Interim Order, the adequate protection payments made pursuant to this Interim 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 Interim 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 Interim 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, or this Interim 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 Interim 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 Interim Order by this Court. Notwithstanding anything in this Interim Order or any other agreement or document to the contrary, upon entry of this Interim 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 Interim 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 Interim 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 Interim Order, nothing in this Interim 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 Interim 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 Interim 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 Interim 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 Interim 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 Interim 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 Interim 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 Interim 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) before the earlier of (A) except as to any Committee, seventy-five (75) calendar days after entry of the Final Order, and (B) in the case of any such adversary proceeding or contested matter filed by any Committee, sixty (60) calendar days after the entry of the Final Order, subject to further extension by written agreement of the Debtors and the Ad Hoc First Lien Group 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 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 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, 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, subordination, or

avoidance; and (iv) all of the Debtors' stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties' claims, liens, and interests contained in this Interim 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 Interim 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 Interim 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.

20. ***Limitation on Use of Collateral and Cash Collateral.*** Notwithstanding anything to the contrary set forth in this Interim Order, except as expressly permitted by this Interim 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, this Interim 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 (if any) 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 \$50,000 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 (if any) in these Cases, if any, solely to investigate, within the Challenge Period, the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Secured Parties solely 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; *provided, further*, that any such Committee shall not assert an administrative expense claim against the Debtor for any fees and expenses incurred in excess of \$50,000; and *provider, further*, that nothing in this paragraph shall prohibit the Debtors from exercising rights conferred to them in this Interim Order.

21. ***Enforceability; Waiver of Any Applicable Stay.*** This Interim 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 Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim 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 this Interim Order or prejudice or otherwise adversely affect the Prepetition Secured Parties' rights, remedies, powers, or privileges under any of the Prepetition Documents, this Interim 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 Interim Order.

24. ***Section 552(b) of the Bankruptcy Code.*** Subject to entry of the Final Order, the (i) Prepetition Secured Parties shall each be entitled to all of the rights and benefits of 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.

25. ***No Marshaling.*** Subject to entry of the Final Order, 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.

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

(a) Any of the Debtors’ obligations to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses, or any other amounts described in the Prepetition Documents or this Interim 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 Interim 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 Interim Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Interim 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 Interim 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, and counsel to any Committee, 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 Interim 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 Interim 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 shall not be modified by this Interim Order.

28. ***Credit Bidding and Sale Provisions.*** Subject to paragraph 19 of this Interim Order, pursuant to section 363(k) of the Bankruptcy Code, (i) the First Lien Collateral Trustee shall have the right to credit bid (either directly or through one or more acquisition vehicles), 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 this Interim Order in favor of the Prepetition First Lien Secured Parties (including, without limitation, any claim secured by any Adequate Protection Lien), and (ii) subject to the terms of the 1L-2L Intercreditor Agreement, the Second

Lien Collateral Trustee shall have the right to credit bid (either directly or through one or more acquisition vehicles), 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 this Interim Order in favor of the Prepetition Second Lien Notes Secured Parties (including, without limitation, any claim secured by any Adequate Protection Lien), 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 or its designee 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. 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 shall apply and be binding with respect to any and all rights set forth in this paragraph.

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 Interim 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.

30. ***Wholesaler Reservation of Rights.*** Notwithstanding any contrary provision of this Interim 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. ***Headings.*** The headings in this Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Interim Order.

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

33. ***Final Hearing.*** A final hearing on the relief requested in the Motion shall be held on September 21, 2022, at 11:00 a.m. (prevailing Eastern time). Any party in interest objecting to the relief sought at the Final Hearing shall file written objections no later than September 14, 2022 at 4:00 p.m.

Dated: August 19, 2022  
New York, New York

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

**SCHEDULE “L”**  
**JUDICIAL INSOLVENCY NETWORK GUIDELINES**

## **SCHEDULE L – JIN GUIDELINES**

### **GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS**

#### **INTRODUCTION**

- A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction (“Parallel Proceedings”) by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.
- B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.
- C. In particular, these Guidelines aim to promote:
- (i) the efficient and timely coordination and administration of Parallel Proceedings;
  - (ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders’ interests are respected;
  - (iii) the identification, preservation, and maximisation of the value of the debtor’s assets, including the debtor’s business;
  - (iv) the management of the debtor’s estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;
  - (v) the sharing of information in order to reduce costs; and
  - (vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties<sup>1</sup> in Parallel Proceedings.
- D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.<sup>2</sup>
- E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.
- F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

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<sup>1</sup> The term “parties” when used in these Guidelines shall be interpreted broadly.

<sup>2</sup> Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

## ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, “administrator” includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,<sup>3</sup> following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

- (i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;
- (ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;
- (iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or
- (iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

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<sup>3</sup> In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

## COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

- (i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

- (i) In the normal case, parties may be present.
- (ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.
- (iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.
- (iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.
- (v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

### **APPEARANCE IN COURT**

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

### **CONSEQUENTIAL PROVISIONS**

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

### **ANNEX A (JOINT HEARINGS)**

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.



## **ANNEX A: JOINT HEARINGS**

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

- (i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.
- (ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.
- (iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.
- (iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.
- (v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.
- (vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.
- (vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to whether some or all of such communications should be recorded and preserved.

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

**SUPPLEMENTAL ORDER  
(FOREIGN MAIN PROCEEDING)**

**GOODMANS LLP**

Barristers & Solicitors

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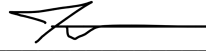
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**THIS IS EXHIBIT “C  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE CHIEF

)

THURSDAY, THE 13<sup>TH</sup>

JUSTICE MORAWETZ

)

DAY OF OCTOBER, 2022

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

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

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

Applicant

**SECOND SUPPLEMENTAL ORDER**

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

**ON READING** the Notice of Motion, the affidavit of Daniel Vas sworn October 7, 2022, the affidavit of Andrew Harnes sworn October 7, 2022, and the first report of KSV Restructuring Inc., in its capacity as information officer (the "**Information Officer**"), dated October 10, 2022, filed,

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

## **SERVICE AND DEFINITIONS**

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

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

## **RECOGNITION OF FOREIGN ORDERS**

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

- (a) *Order (I) Appointing Roger Frankel as Future Claimants’ Representative, Effective as of the Petition Date; and (II) Granting Related Relief* (the “**Future Claimants Representative Order**”) (a copy of which is attached as Schedule A hereto);
- (b) *Second Interim Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Continue Employee Benefit Programs and Pay Related Administrative Obligations; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief* (the “**Second Interim Wages Order**”) (a copy of which is attached as Schedule B hereto);
- (c) *Final Order (I) Authorizing Debtors to Honor Prepetition Obligations to Customers and Related Third Parties and to Otherwise Continue Customer Programs; (II) Granting Relief from Stay to Permit Setoff in Connection with*

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

(d) *Final Order (I) Authorizing Payment of Certain Prepetition Specified Trade Claims; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief (the “**Final Vendor Order**”)* (a copy of which is attached as Schedule D hereto);

(e) *Final Order Authorizing (I) Debtors to Pay Certain Prepetition Taxes, Governmental Assessments, and Fees; and (II) Financial Institutions to Honor and Process Related Checks and Transfers (the “**Final Taxes Order**”)* (a copy of which is attached as Schedule E hereto);

(f) *Final Order Authorizing (I) the Debtors to Continue and Renew Their Insurance Programs and Honour all Obligations in Respect Thereof; (II) Financial Institutions to Honor and Process Related Checks and Transfers; and (III) the Debtors to Modify the Automatic Stay With Respect to Workers’ Compensation Claims (the “**Final Insurance Order**”)* (a copy of which is attached as Schedule F hereto);

(g) *Final Order (I) Authorizing the Debtors to (A) Continue Using Existing Cash Management Systems, Bank Accounts, and Business Forms and (B) Implement Changes to Their Cash Management System in the Ordinary Course of Business; (II) Granting Administrative Expense Priority for Postpetition Intercompany Claims; (III) Granting a Waiver With Respect to the Requirements of 11 U.S.C. § 345(b); and (IV) Granting Related Relief (the “**Final Cash Management Order**”)* (a copy of which is attached as Schedule G hereto); and

(h) *Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Deeming Utilities Adequately Assured of Future Performance; and (III) Establishing Procedures for Determining Requests for Additional Adequate*

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

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

#### **GENERAL**

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

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

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



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Chief Justice G.B. Morawetz

**SCHEDULE A**  
**FUTURE CLAIMANTS REPRESENTATIVE ORDER**

**[Attached]**



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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**Related Docket Nos. 21, 40, 186, 205, 252**

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

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

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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 Dr, Malvern PA 19355.

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

Motion at a hearing before this Court, if any (the “Hearing”); and this Court having found that (a) this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a) - (b) and 1334(b); (c) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefore;

**IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: September 30, 2022  
New York, New York

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

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

**SCHEDULE B**  
**SECOND INTERIM WAGES ORDER**

**[Attached]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK***In re***ENDO INTERNATIONAL plc, et al.,****Debtors.<sup>1</sup>****Chapter 11****Case No. 22-22549 (JLG)****(Jointly Administered)****Related Docket Nos. 7, 91, 279****SECOND INTERIM ORDER (I) AUTHORIZING DEBTORS TO (A) PAY  
PREPETITION WAGES, SALARIES, EMPLOYEE BENEFITS AND  
OTHER COMPENSATION AND (B) CONTINUE EMPLOYEE BENEFITS  
PROGRAMS AND PAY RELATED ADMINISTRATIVE OBLIGATIONS;  
(II) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS  
RELATED CHECKS AND TRANSFERS; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> 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

<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 Reply.



obligations; (b) authorizing and directing the Banks to honor and process related checks and transfers; and (c) granting related relief, all as more fully set forth in the Motion; and upon the Debtors' request for additional interim relief for the period ranging from September 28, 2022 through October 13, 2022 (the "Second Interim Period") as detailed in the Debtors' reply to the Objections (the "Reply") and as set forth in this second interim order (the "Second Interim Order") and the Court having reviewed the Motion, the First Day Declaration, and the Reply, and held a hearing to consider the relief requested in the Motion (the "Hearing") and granted the first interim order (the "Interim Order"); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. § 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion has been provided to the Notice Parties (as defined below) and it appearing that no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates and is in the best interests of the Debtors, their estate, creditors, and other parties-in-interest after taking into account the priority scheme of the Bankruptcy Code; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Remainder of Page Intentionally Left Blank.]*

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

Dated: October 3, 2022  
New York, New York

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



**Exhibit 1****Schedule of Second Interim Payments**

**Schedule of Second Interim Payments**

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

**SCHEDULE C**  
**FINAL CUSTOMER PROGRAMS ORDER**

**[Attached]**

**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. 10, 83, 262**

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

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

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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.primeclerk.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.

fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, in that such relief provides a material net benefit to the Debtors’ estates and creditors after taking into account the Bankruptcy Code’s priority scheme and such relief is a proper exercise of business judgment and in the best interests of the Debtors, their estates, creditors and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, in their sole discretion, and are granted relief from section 362 of the Bankruptcy Code, where applicable, to continue the Customer Programs, including, but not limited to, the Chargeback Program, Rebate and Fee Program, Prompt Pay Discount Program, Product Return Program, Co-Pay Reductions, and Other Customer Programs, in the ordinary course of business on a post-petition basis and, without further order of this Court, to perform and honor all prepetition obligations thereunder, including making all payments, satisfying all obligations and permitting all setoffs in connection therewith, in each case, in the ordinary course of business and in the same manner and on the same basis as if the Debtors performed and honored such obligations prior to the Petition Date; *provided* that the Debtors shall provide updates to the Ad Hoc First Lien Group, the Official Committee of

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Dated: September 30, 2022  
New York, New York

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

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

**SCHEDULE D**  
**FINAL VENDOR ORDER**

**[Attached]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK***In re***ENDO INTERNATIONAL plc, et al.,****Debtors.<sup>1</sup>****Chapter 11****Case No. 22-22549 (JLG)****(Jointly Administered)****Related Docket Nos. 11 & 86****FINAL ORDER (I) AUTHORIZING PAYMENT  
OF CERTAIN PREPETITION SPECIFIED TRADE CLAIMS;  
(II) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS  
RELATED CHECKS AND TRANSFERS; AND (III) GRANTING RELATED RELIEF**

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

<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.

statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, in that such relief provides a material net benefit to the Debtors’ estates and creditors after taking into account the Bankruptcy Code’s priority scheme, such relief is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and is a proper exercise of business judgment and in the best interests of the Debtors, their estates, creditors and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay prepetition Specified Trade Claims comprising all outstanding (a) Lienholder Claims, 503(b)(9) Claims, and Foreign Vendor Claims and (b) Critical Vendor Claims, subject to the Critical Vendors Claims Cap, *provided* that to the extent any payment on account of any such Lienholder Claims, 503(b)(9) Claims, Foreign Vendor Claims, or Critical Vendor Claims is in excess of \$500,000, the Debtors shall provide three (3) business days’ notice or such shorter notice as is reasonably practicable under the circumstances to counsel for the Official Committee of Unsecured Creditors (the “UCC”) and the Official Committee of Opioid Creditors (the “OCC”) in advance of such payment. In the event the Debtors will exceed the Critical Vendors Claims Cap, the Debtors shall provide

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: September 30, 2022  
New York, New York

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

**Exhibit 1**

**Form of Trade Agreement**

## TRADE AGREEMENT

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

### Recitals

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

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

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

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

### Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

**[APPLICABLE DEBTOR]**

**[TRADE CLAIMANT]**

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**SCHEDULE E  
FINAL TAXES ORDER**

**[Attached]**

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

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

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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.

pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined that immediate relief is necessary to avoid irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and is in the best interests of the Debtors, their estates, creditors and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, in their sole discretion, to pay the Taxes and Fees (without regard to whether the Taxes and Fees accrued or arose before, on, or after the Petition Date), including, but not limited to, all of those Taxes and Fees subsequently determined, upon audit or otherwise, to be owed, with all such payments subject to, and in compliance with, any interim or final order approving the Debtors' use of cash collateral (the "Cash Collateral Order"). In no event shall the Debtors pay any prepetition Taxes before such amounts are due and payable, and this Final Order shall not be deemed to allow the Debtors to accelerate payment of any amounts for any Taxes that may be due and owing by the Debtors.
3. The Debtors will provide the official committee of unsecured creditors (the "UCC"), the official committee of opioid claimants (the "OCC"), and the Ad Hoc First Lien Group with seven (7) days' notice prior to entering into settlements of claims for Taxes and Fees asserted in excess of \$5,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

Dated: September 30, 2022  
New York, New York

/s/ James L. Garrity, Jr.

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

**SCHEDULE F  
FINAL INSURANCE ORDER**

**[Attached]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK*****In re*****ENDO INTERNATIONAL plc, *et al.*,****Debtors.<sup>1</sup>****Chapter 11****Case No. 22-22549 (JLG)****(Jointly Administered)****Related Docket Nos. 13, 93, 272**

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

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

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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.



Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion and Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that immediate relief is necessary to avoid irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003(b) and is in the best interests of the Debtors, their estates, creditors and all parties in interest; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are hereby authorized, but not directed, in their sole discretion, to continue their Insurance Programs—including, but not limited to, the Insurance Policies<sup>3</sup>, the surety bonds listed on Exhibit D attached to the Motion, and the Letters of Credit listed on Exhibit E attached to the Motion—without interruption and in accordance with the same practices and procedures as were in effect prior to the Petition Date.
3. The Debtors are authorized, but not directed, in their sole discretion, to pay prepetition and postpetition obligations, if any, that may be owed in connection with the Insurance Programs (including Broker's fees, insurance deductibles, and other amounts), whether due and payable before, on or after the Petition Date to the extent any such obligations are owed, *provided*,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: September 30, 2022  
New York, New York

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

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

**SCHEDULE G**  
**FINAL CASH MANAGEMENT ORDER**

**[Attached]**

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**Related Docket Nos. 16 & 85**

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

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

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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.



course of business; (ii) granting administrative expense priority for claims arising from postpetition Intercompany Transactions; and (iii) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration and held a hearing to consider the relief requested in the Motion (the “Hearing”); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. § 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Motion has been provided to the notice parties and it appearing that no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates and is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest after taking into account the priority scheme of the Bankruptcy Code; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

information to the Ad Hoc First Lien Group, the UCC, or the OCC pursuant to this paragraph 13, the Debtors shall also provide such written information to the FCR. Additionally, the Debtors will provide, as available in the ordinary course and as soon as reasonably practicable, (i) reconciled intercompany accounts as of the Petition Date, (ii) all loan and operating agreements that generate and/or impact intercompany accounts and Intercompany Transactions, (iii) unreconciled intercompany accounts, (iv) bank account balances and financial statements of the Indian Non-Debtor Affiliates, and (v) other supporting documentation as reasonably requested. Nothing in this Final Order shall modify or impair the ability of any party in interest, to the extent such party (x) has standing or (y) is conferred standing to do so by an order of the Court, to contest the validity, amount, payment or other treatment or priority of any Intercompany Transaction arising postpetition; *provided that* to the extent the UCC, OCC, or FCR have standing to do so, the UCC, OCC, and FCR each reserve any rights it may have to challenge Intercompany Transactions that setoff prepetition Intercompany Transactions with postpetition Intercompany Transactions, and, for the avoidance of doubt, the respective rights of the Debtors and any party in interest to object to or contest any such challenge or contest described in this paragraph are reserved in all respects; *provided further* that solely for purposes of establishing or determining the entitlements to distributions (if any) of holders of claims against and interests in the applicable Debtor and for no other purpose, no settlements, setoffs, or payments made after the Petition Date on account of prepetition Intercompany Transactions shall increase or reduce the amount of any prepetition Intercompany Claims against any Debtor.

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

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

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

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

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

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

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

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

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

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



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

Dated: October 3, 2022  
New York, New York

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

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

**SCHEDULE H  
UTILITIES ORDER**

**[Attached]**

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

*In re*

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

**SECOND SUPPLEMENTAL ORDER**

**GOODMANS LLP**

Barristers & Solicitors  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

**Robert J. Chadwick LSO#: 35165K**  
rchadwick@goodmans.ca

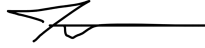
**Bradley Wiffen LSO#: 64279L**  
bwiffen@goodmans.ca

**Andrew Harmes LSO#: 73221A**  
aharmes@goodmans.ca

Tel: 416.979.2211  
Fax: 416.979.1234

Lawyers for the Applicant

**THIS IS EXHIBIT “D”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE CHIEF

)

TUESDAY, THE 29<sup>TH</sup>

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 Harnes 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.



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Chief Justice G.B. Morawetz

**SCHEDULE A  
CREDITOR LISTING ORDER**

**[Attached]**

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

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

**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

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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.

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**

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<i>In re:</i>	:	
	:	Case No. 22-22549 (JLG)
Endo International plc, <i>et al.</i> ,	:	Chapter 11
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
-----	X	

**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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<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.



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

**Introduction<sup>2</sup>**

The Debtors have filed a motion seeking various forms of relief relating to the noticing of creditors in these Chapter 11 Cases (the “Motion”).<sup>3</sup> 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”).<sup>4</sup> The Debtors filed

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<sup>2</sup> 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.

<sup>3</sup> *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.

<sup>4</sup> *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”).<sup>5</sup> The Official Committee of Opioid Claimants filed a statement in response to the UST Objection and in support of the Motion (the “OCC Statement”).<sup>6</sup> The Ad Hoc Committee of NAS Children<sup>7</sup> and the Ad Hoc Group of Personal Injury Victims<sup>8</sup> 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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<sup>5</sup> *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.

<sup>6</sup> *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.

<sup>7</sup> *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 arises 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.

<sup>8</sup> *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).<sup>9</sup> 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”)<sup>10</sup> and an Official Committee of Opioid Claimants (the “OCC”)<sup>11</sup> 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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<sup>9</sup> *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.

<sup>10</sup> *Appointment of Official Creditors’ Committee of Unsecured Creditors*, ECF No. 161.

<sup>11</sup> *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”),<sup>12</sup> 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

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<sup>12</sup> 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”),<sup>13</sup> and similar laws in other jurisdictions impose

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<sup>13</sup> 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

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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.<sup>14</sup> 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

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<sup>14</sup> 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.<sup>15</sup> 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

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<sup>15</sup> 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”),<sup>16</sup> 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.

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<sup>16</sup> 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<sup>17</sup> 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

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<sup>17</sup> 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.<sup>18</sup> 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

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<sup>18</sup> 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.<sup>19</sup> 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.*<sup>20</sup>

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<sup>19</sup> 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.

<sup>20</sup> 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<sup>21</sup> 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

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<sup>21</sup> 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 Bulk 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);<sup>22</sup> *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.<sup>23</sup> 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.<sup>24</sup> 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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<sup>22</sup> 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.

<sup>23</sup> 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).

<sup>24</sup> *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.<sup>25</sup> 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.

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<sup>25</sup> *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.<sup>26</sup>

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.<sup>27</sup> That is because multiple states have enacted laws requiring the reporting of NAS diagnoses,<sup>28</sup> as well as instituting civil penalties for the use of opioids, among other drugs, during pregnancy.<sup>29</sup> Although Individual

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<sup>26</sup> 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>.

<sup>27</sup> 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.”).

<sup>28</sup> 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”).

<sup>29</sup> 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&utm\\_medium=referral&utm\\_campaign=ftm\\_links&utm\\_term=111319](https://jamanetwork.com/journals/jamanetworkopen/fullarticle/2755304?utm_source=For_The_Media&utm_medium=referral&utm_campaign=ftm_links&utm_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.<sup>30</sup>

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<sup>30</sup> 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*

ENDO INTERNATIONAL plc, *et al.*,  
Debtors.<sup>1</sup>

Chapter 11

Case No. 22-22549 (JLG)

(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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<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.

- (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:<sup>2</sup>**

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**”).

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<sup>2</sup> 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,<sup>3</sup> 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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<sup>3</sup> 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*

**ENDO INTERNATIONAL plc, et al.,  
  
Debtors.<sup>1</sup>**

**Chapter 11**

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

**(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”)<sup>2</sup> 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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<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.

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 <sup>1</sup>	Count <sup>2</sup>	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		
<b>Total</b>	<b>6</b>	<b>\$93,156</b>	<b>\$65,729</b>	<b>\$18,768</b>	<b>\$8,659</b>

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*

**ENDO INTERNATIONAL plc, et al.,  
  
Debtors.<sup>1</sup>**

**Chapter 11**

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

**(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”)<sup>2</sup> 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

<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.

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*

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

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

**Chapter 11**

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

**(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”)<sup>2</sup> 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

<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.

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, 36<sup>th</sup> 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, 36<sup>th</sup> 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.<sup>3</sup>

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.

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<sup>3</sup> 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**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Paul D. Leake  
Lisa Laukitis  
Shana A. Elberg  
Evan A. Hill  
One Manhattan West  
New York, New York 10001  
Telephone: (212) 735-3000  
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*Counsel to Debtors and Debtors in Possession*

TOGUT, SEGAL & SEGAL LLP  
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Frank A. Oswald  
Kyle J. Ortiz  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000

*Co-Counsel for Debtors and Debtors in Possession*

**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)**

**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”)<sup>2</sup> of the Debtors for an order, pursuant to sections 105(a), 363, and 554 of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rules

<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 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  
Albert Togut  
Frank A. Oswald  
Kyle J. Ortiz  
One Penn Plaza, Suite 3335  
New York, New York 10119  
Telephone: (212) 594-5000  
Fax: (212) 967-4258

*Co-Counsel for the Debtors  
and Debtors in Possession*

**Exhibit 2**

**Abandonment Notice**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Paul D. Leake  
Lisa Laukitis  
Shana A. Elberg  
Evan A. Hill  
One Manhattan West  
New York, New York 10001  
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*Counsel to Debtors and Debtors in Possession*

TOGUT, SEGAL & SEGAL LLP  
Albert Togut  
Frank A. Oswald  
Kyle J. Ortiz  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000

*Co-Counsel for Debtors and Debtors in Possession*

**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)**

**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”)<sup>2</sup> of the Debtors for an order, pursuant to sections 105(a), 363, and 554 of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rules

<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 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/  
\_\_\_\_\_  
TOGUT, SEGAL & SEGAL LLP  
Albert Togut  
Frank A. Oswald  
Kyle J. Ortiz  
One Penn Plaza, Suite 3335  
New York, New York 10119  
Telephone: (212) 594-5000  
Fax: (212) 967-4258

*Co-Counsel for the Debtors  
and Debtors in Possession*

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**

**GOODMANS LLP**

Barristers & Solicitors  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

**Robert J. Chadwick LSO#: 35165K**  
rchadwick@goodmans.ca

**Bradley Wiffen LSO#: 64279L**  
bwiffen@goodmans.ca

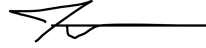
**Andrew Harmes LSO#: 73221A**  
aharmes@goodmans.ca

Tel: 416.979.2211  
Fax: 416.979.1234

Lawyers for the Applicant



**THIS IS EXHIBIT "E"**  
**TO THE AFFIDAVIT OF ERIK AXELL**  
**SWORN BEFORE ME**  
**THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



---

Commissioner for Taking Affidavits

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE CHIEF

)

TUESDAY, THE 25<sup>TH</sup>

JUSTICE MORAWETZ

)

DAY OF APRIL, 2023

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

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

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

Applicant

**FOURTH SUPPLEMENTAL ORDER**

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

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

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

## **SERVICE AND DEFINITIONS**

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

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

## **RECOGNITION OF FOREIGN ORDERS**

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

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

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

#### **APPROVAL OF FEES AND ACTIVITIES**

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

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

#### **GENERAL**

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

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

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



---

Chief Justice G.B. Morawetz

**SCHEDULE A**  
**BIDDING PROCEDURES ORDER**

**[Attached]**

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

*In re*

**ENDO INTERNATIONAL PLC, *et al.*,**

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

**Chapter 11**

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

**(Jointly Administered)**

**Related Docket No. 728**

**ORDER (I) ESTABLISHING BIDDING, NOTICING, AND  
ASSUMPTION AND ASSIGNMENT PROCEDURES, (II) APPROVING  
CERTAIN TRANSACTION STEPS, AND (III) GRANTING RELATED RELIEF**

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

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

<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 Bidding Procedures Motion, the Bidding Procedures, or the Stalking Horse Agreement, as applicable.

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

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



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

**IT IS HEREBY FOUND AND DETERMINED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT**

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

**I. The Bidding Procedures**

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

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

## **II. Important Dates and Deadlines; Chambers Copies**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### **IV. Reconstruction Steps**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**V. Sale Notice Procedures**

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

**VI. Assumption and Assignment Procedures**

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

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

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

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

## **VII. Other Related Relief**

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

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

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

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

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

46. For the avoidance of doubt, the right of any member (or any of its related affiliates) of the Ad Hoc Cross-Holder Group<sup>3</sup> to participate in the sale process (including Phase A, Phase B, and the Auction) in its capacity as a holder of Second Lien Notes in connection with (x) formulating a Bid; (y) the submission by holders of Second Lien Notes or their designee at their direction of a Bid that includes a credit bid with respect to the obligations under and the liens securing the Second Lien Notes and; (z) the direction of the Second Lien Collateral Trustee in connection therewith, are fully preserved; *provided*, that any Bid formulated or submitted pursuant to (x) and (y) above shall be subject to and incorporate the resolutions set forth in the Resolution Stipulation (including, for the avoidance of doubt, both of the Committees Resolution Term Sheets (as defined in the Resolution Stipulation)).

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

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

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

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

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

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

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

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

Dated: April 2, 2023  
New York, New York

/s/ James L. Garrity, Jr.

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

**Exhibit 1**

**Bidding Procedures**



SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
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Lisa Laukitis  
Shana A. Elberg  
Evan A. Hill  
One Manhattan West  
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*Counsel to Debtors and Debtors in Possession*

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

***In re***

**ENDO INTERNATIONAL PLC, *et al.*,**

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

**Chapter 11**

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

**(Jointly Administered)**

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

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

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

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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.

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

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

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

### **DESCRIPTION OF THE ASSETS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **IMPORTANT DATES AND DEADLINES<sup>4</sup>**

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

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

<sup>4</sup> Certain terms used in this section are defined elsewhere in these Bidding Procedures.

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

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

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

## **NOTICING**

### **I. Parties to Receive Notice**

#### **A. Consultation Parties**

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

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

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

**B. Bid Notice Parties**

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

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

**C. Core Notice Parties**

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

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

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

**D. Sale Notice Parties**

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

**1. Known Actual Claimants and Parties in Interest**

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



(V) Approving the Confidentiality Protocol [Docket No. \_\_\_\_] (the “Bar Date Order”)) as holding claims, at the addresses stated therein;

- (d) all Debt Agents (as defined in the Bar Date Order);
- (e) all parties to litigation with the Debtors that are known as of the date of entry of the Bidding Procedures Order, and/or their counsel, including:
  - (i) all known parties to litigation or administrative proceedings with the Debtors as of the date of entry of the Bidding Procedures Order (including, without limitation, all co-defendants in the Debtors’ prepetition (a) opioid; (b) generic pricing; (c) transvaginal mesh; (d) other antitrust; and (e) ranitidine litigations) for whom identifying information and addresses are available to the Debtors, and their counsel;
  - (ii) all known parties to litigation that concluded after July 1, 2021 (for whom identifying information and addresses are available to the Debtors) and their counsel; and
- (f) all (i) current employees of the Debtors and (ii) all former employees of the Debtors terminated on or after January 1, 2016.

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

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

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

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

#### **E. Objection Recipients**

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

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

### **II. Notice Procedures**

#### **A. Sale Notice Procedures**

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

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

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

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

## **B. Assumption and Assignment Notice**

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

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

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

### **PROSPECTIVE BIDDERS**

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

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

### **MULTI-PHASE PROCESS**

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

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

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

**I. Phase A**

**A. Prospective Bidder Requirements**

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

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

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

**B. Due Diligence**

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

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

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

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

### **C. Indications of Interest**

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

Each Indication of Interest must include the following information:

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

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

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

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

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



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

(k) **GUC Trust(s).** Each Indication of Interest must include:

- (i) whether the Indication of Interest provides for the establishment of a trust (or trusts) or other consideration for the benefit of non-opioid general unsecured creditors or other means to address non-opioid general unsecured claims against the Debtors (such trust(s) or mechanism, the “GUC Trust”); and
- (ii) if applicable, whether the proposed GUC Trust will incorporate the then-current agreement with respect to the GUC Trust between the UCC on the one hand, and the Stalking Horse Bidder on the other hand, as of the time the Indication of Interest is submitted.

(l) **Other Agreements.** Each Indication of Interest must include:

- (i) whether the Indication of Interest includes any other agreements by the Prospective Bidder with any other contract counterparties or creditors of the Debtors (whether by way of contract amendment, assumption and assignment, assumption of liabilities, or such other accommodation or agreement in connection with such bid) (each such mechanism, an “Other Agreement”); and
- (ii) if applicable, whether the proposed Other Agreements will incorporate the terms of the then-current agreements with respect to the Other Agreements established between the various unsecured and secured claimants, on the one hand, and the Stalking Horse Bidder, on the other hand, as of the time the Indication of Interest is submitted.

(m) **Contact Information and Advisors.** Each Indication of Interest must include the name, telephone number, and email address of the contact person(s) who will be available to discuss the Indication of Interest. The Indication of Interest must also list which external advisors have been retained to support any further diligence efforts and the submission of a binding proposal.

(n) **Other Information.** Each Indication of Interest should provide any other information that a Prospective Bidder considers relevant for the Debtors and their advisors in evaluating such Indication of Interest or that a Prospective Bidder believes will distinguish its organization and capabilities in consummating the Transaction.

**D. Indication of Interest Review Process**

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

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

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

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

#### **E. Sale Hearing Acceleration**

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

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

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

## **II. Phase B Bidder Qualifications**

### **A. Phase B Due Diligence**

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

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

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

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

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

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

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

#### **B. Qualified Bid Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

### C. Bid Deadline

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

### III. Bid Review Process

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

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

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

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

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

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

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

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

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

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

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

### **THE AUCTION**

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

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

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

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

## **I. Auction Procedures**

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

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

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

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



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

## **II. Auction Results**

### **A. Successful Bid**

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

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

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

#### **B. Back-Up Bids**

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

#### **C. Notice of Auction Results**

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

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

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

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

## **DISPOSITION OF GOOD FAITH DEPOSITS**

### **I. Acceptable Bidders**

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

### **II. Qualified Bidders**

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

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

### **III. Escrow Instructions**

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

### **SALE HEARING**

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

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

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

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

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

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

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

#### **CONSENT TO JURISDICTION AND AUTHORITY AS CONDITION TO BIDDING**

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

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

### **FIDUCIARY OUT**

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

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

### **RIGHTS UPON TERMINATION OF STALKING HORSE BID**

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

### **RESERVATION OF RIGHTS**

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

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

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

#### **BIDDER ENGAGEMENT WITH CERTAIN CLAIMANTS**

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

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

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

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

**CERTAIN CASE MANAGEMENT PROCEDURES**

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

**CONFLICTS**

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



**Exhibit 2**

**Sale Notice**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

*In re*

ENDO INTERNATIONAL PLC, *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

**NOTICE OF SALE, BIDDING PROCEDURES, AUCTION, AND  
SALE HEARING FOR THE SALE OF SUBSTANTIALLY ALL ASSETS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

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

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

**The Bidding Procedures provide the following:**

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

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

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

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

### **III. Important Dates and Deadlines**

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

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

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

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

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<sup>3</sup> All dates specified herein are subject to change.

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

#### **IV. Procedures for Sale Objections**

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

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

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

Dated: [\_\_\_\_], 2023  
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: DRAFT  
Paul D. Leake  
Lisa Laukitis  
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*Counsel for the Debtors and Debtors in Possession*

**Exhibit 3**

**Assumption and Assignment Notice**

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

*In re*

**ENDO INTERNATIONAL PLC, *et al.*,**

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

**Chapter 11**

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

**(Jointly Administered)**

**NOTICE OF PROPOSED ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

**PLEASE TAKE NOTE OF THE FOLLOWING DEADLINES:**

**Cure Objection Deadline:** On or before **May 16, 2023, at 4:00 p.m. (prevailing Eastern Time)**, or such deadline set forth in the applicable Supplemental Assumption Notice.

**Auction Results Objection Deadline:** If the Stalking Horse Bidder is not the Successful Bidder at the Auction, on or before **August 22, 2023, at 12:00 p.m. (prevailing Eastern Time)**.

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

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

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

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

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

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

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

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

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

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



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

## **I. Treatment of Indemnity Claims**

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

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

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

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

## II. Assumption and Assignment Procedures

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

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

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

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

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

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

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

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

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

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

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

### **III. Additional Information**

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

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

***[Remainder of Page Intentionally Left Blank]***

Dated: [\_\_\_\_], 2023  
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: DRAFT  
Paul D. Leake  
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Telephone: (212) 735-3000  
Fax: (212) 735-2000

*Counsel for the Debtors  
and Debtors in Possession*

**EXHIBIT A**

**Assigned Contracts**

**Exhibit 4**

**Reconstruction Steps Summary**



# Description of Reconstruction Steps



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

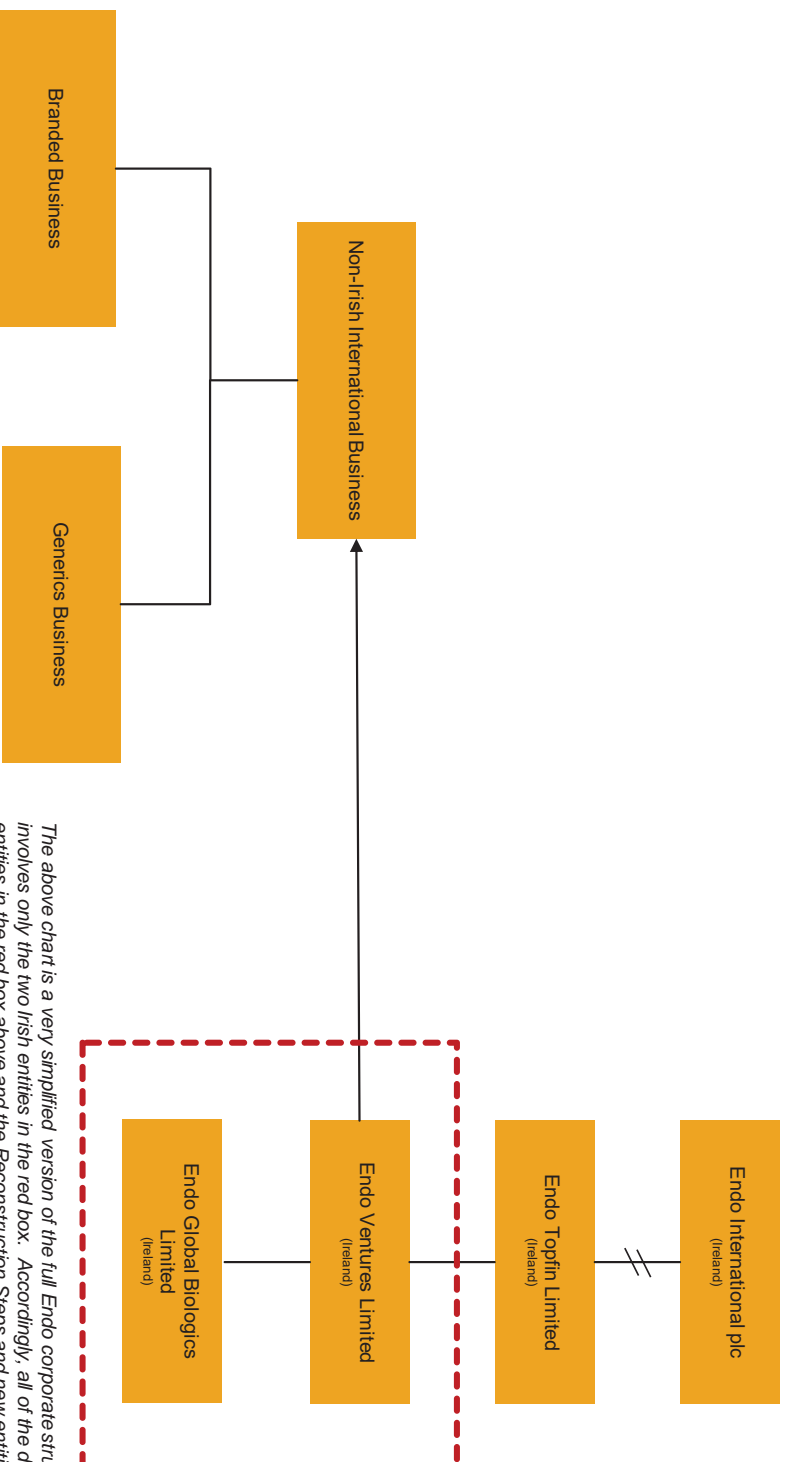


# Reconstruction Steps

- ▶ In connection with seeking approval of the bidding procedures, the existing Debtors are seeking approval of the U.S. Bankruptcy Court for the completion of the Reconstruction Steps<sup>1</sup> to facilitate the sale to the Successful Bidder.
- ▶ These Reconstruction Steps will involve the transfer of the businesses of each of two primary Irish asset-owning Debtors into two, newly formed Irish subsidiaries that will essentially carry on the same businesses of the transferring entities.
- ▶ Following Court approval and implementation of the Reconstruction Steps, these new subsidiaries would then be sold to the Successful Bidder as part of the Sale.

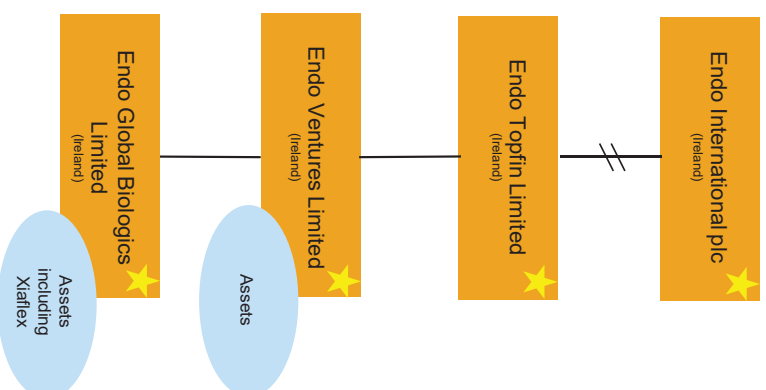
1. *Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Debtor's Motion for an Order (I) Establishing Bidding, noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors'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

# Existing Simplified Endo Group Structure



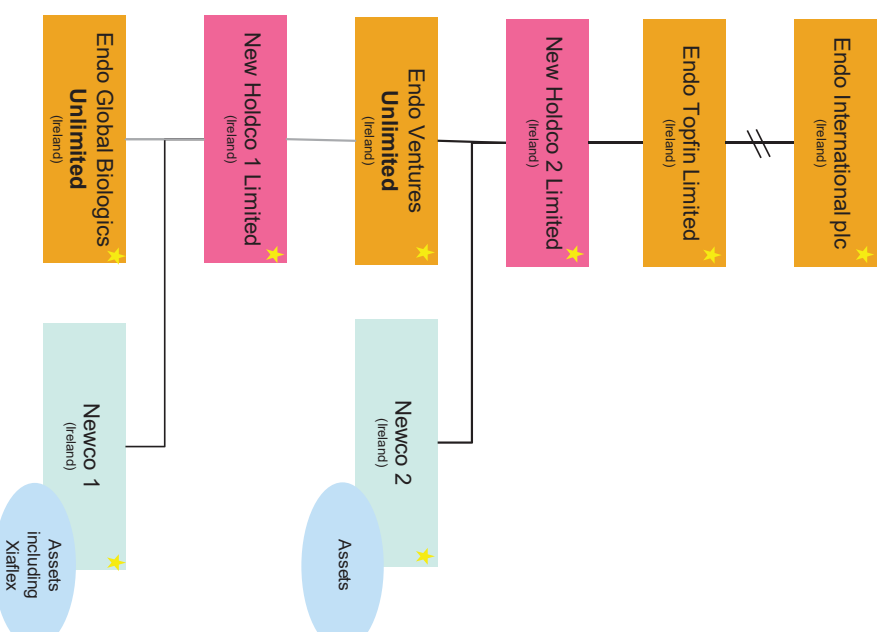
*The above chart is a very simplified version of the full Endo corporate structure. The Reconstruction Steps described in this deck involves only the two Irish entities in the red box. Accordingly, all of the diagrams through slide 16 deal only with those two Irish entities in the red box above and the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

# Existing Structure of Irish Asset-Owning Debtors Involved in Steps



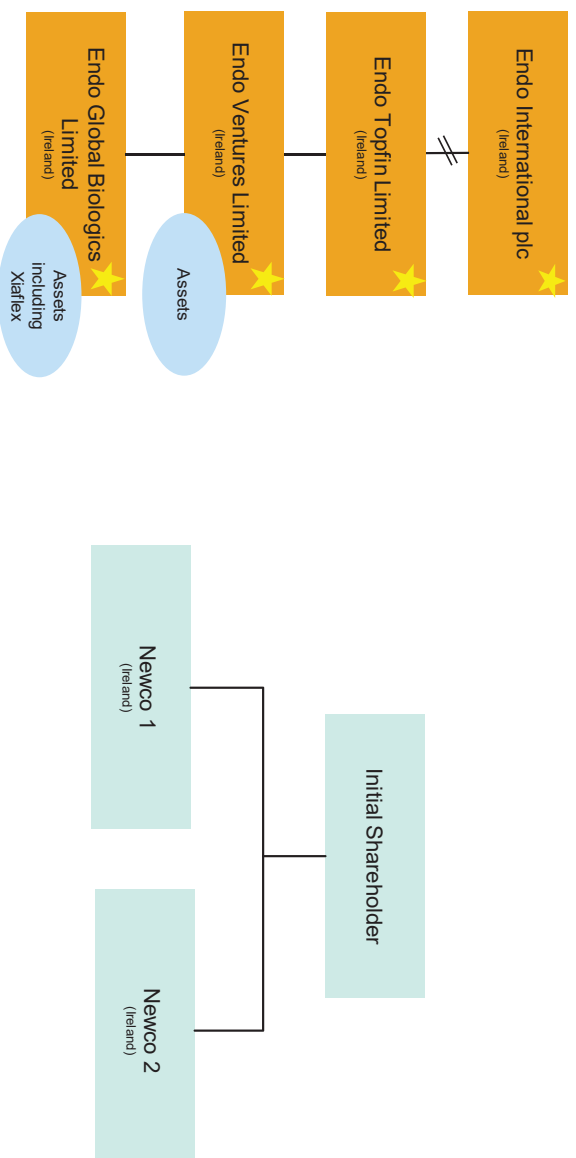
★ Denotes Debtor entities

# Structure of Irish Asset-Owning Debtors After Reconstruction Steps



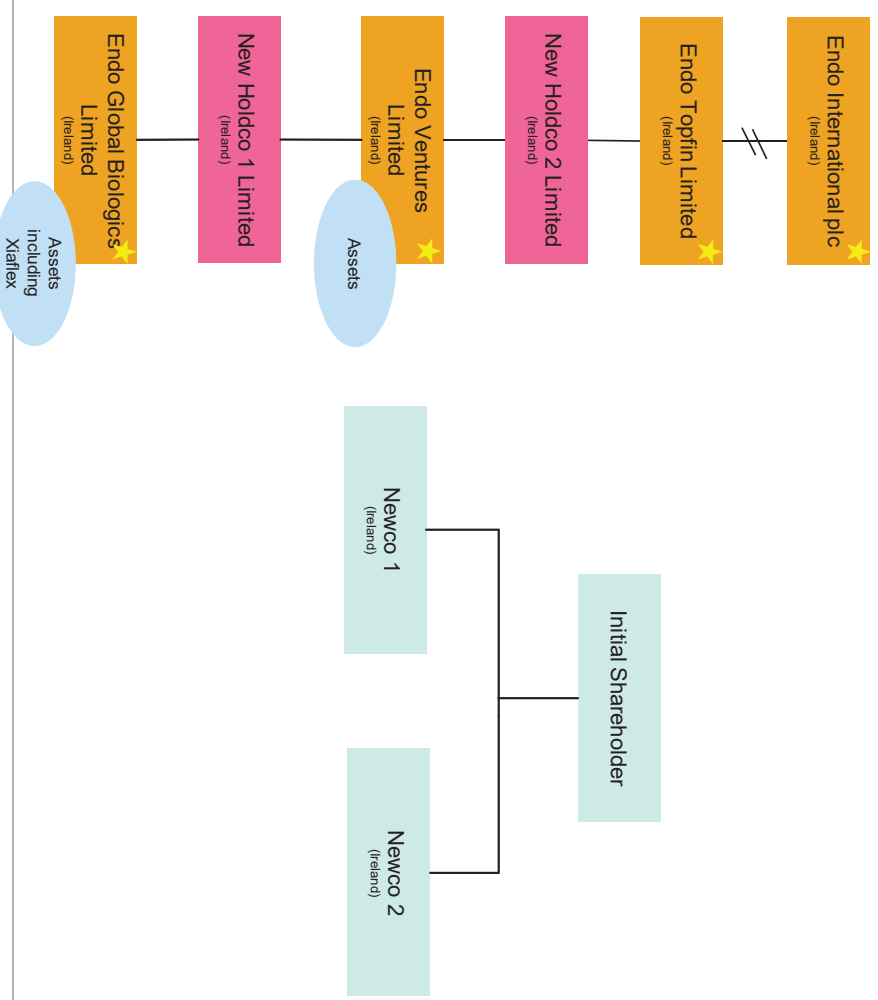
## Reconstruction Steps: Step 1—Incorporation of Newcos

- ▶ **Step 1:** A third party service provider with no economic interest in the Debtors (the “Initial Shareholder”) forms two new companies (“Newco 1” and “Newco 2”, and collectively, the “Newcos”) as private limited companies incorporated and tax resident in Ireland.
- ▶ On incorporation, the ordinary share capital of each of the Newcos will be held by the Initial Shareholder (the “Subscription Shares”).



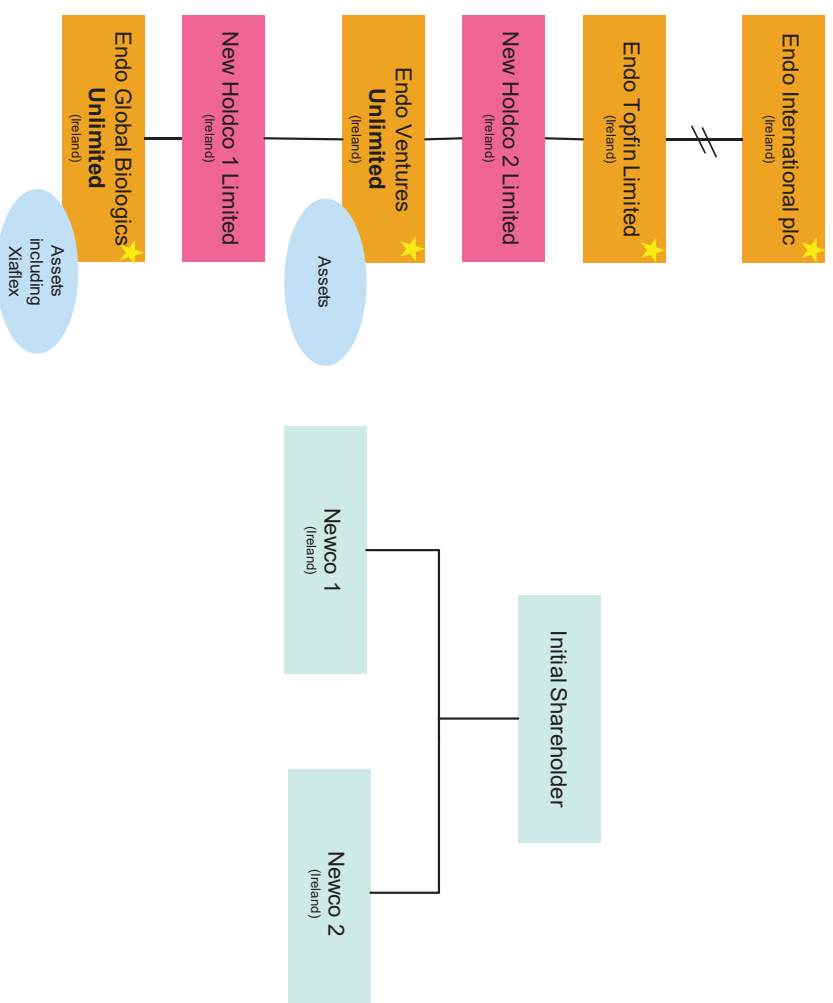
## Reconstruction Steps: Step 2—Interposition of Holdcos

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



## Reconstruction Steps: Step 3—Conversion

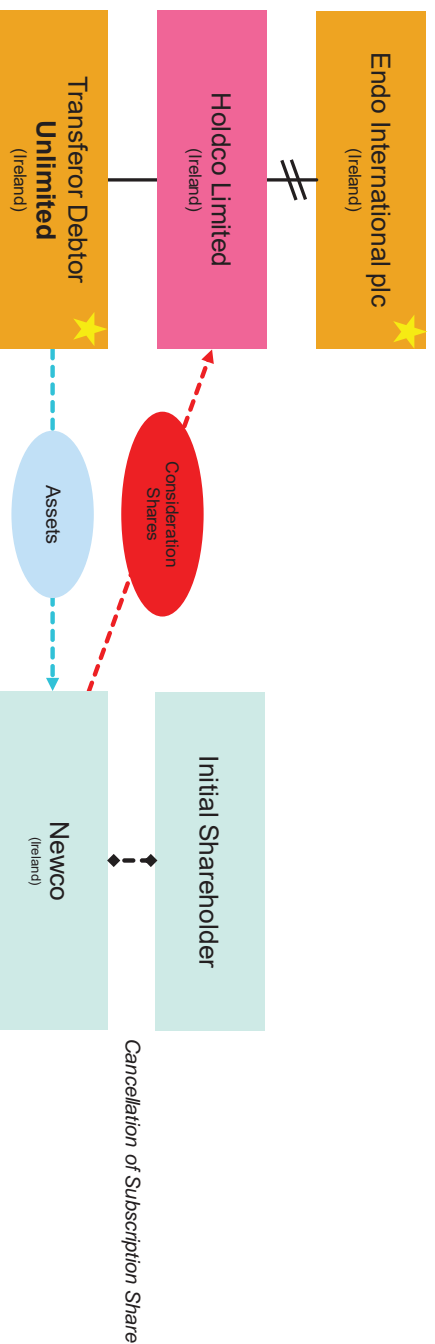
- **Step 3:** In order to satisfy certain Irish law requirements relating to reconstruction transactions, prior to the completion of the transfer of the business and assets, including employees in the case of EVL (the “Specified Assets”), of each Transferor Debtor (each, a “Business Transfer”), the Transferor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





## Reconstruction Steps: Step 4—Business Transfer

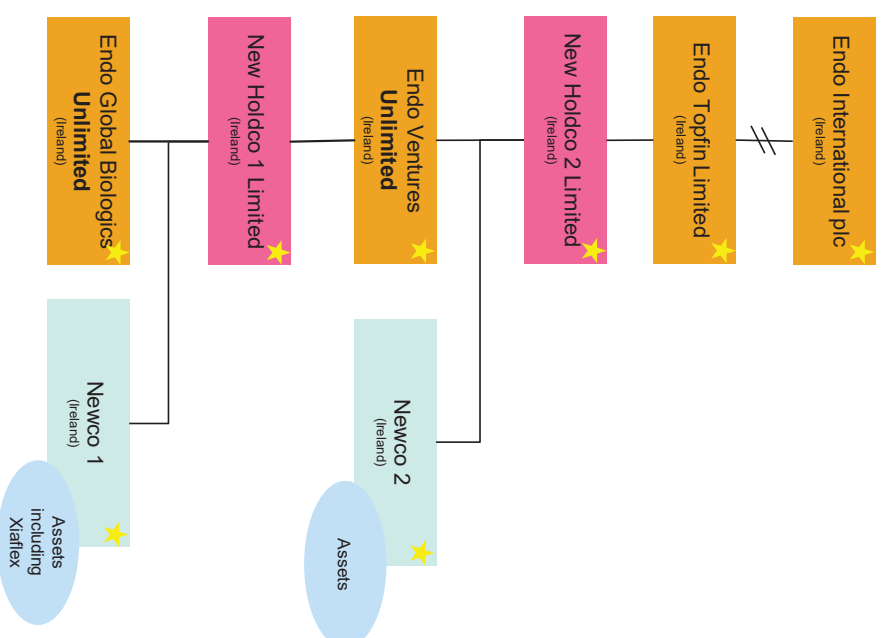
- ▶ **Step 4:** Each of the Transferor Debtors transfers its Specified Assets to a Newco, in exchange for each Newco issuing ordinary shares (collectively, the "Consideration Shares") to each Holdco that is the direct parent of the Transferor Debtor that transferred its Specified Assets to the Newco.
- ▶ The Specified Assets will be transferred to each Newco subject only to the Prepetition Liens and any Permitted Prior Liens. For the avoidance of doubt, the claims underlying the Prepetition Liens and Permitted Prior Liens will not transfer to the Newcos but remain with the Transferor Debtors.
- ▶ At the time of each Business Transfer, the share held by the Initial Shareholder will be surrendered and cancelled so that it will not be a shareholder in the Newcos following the Business Transfers and the Newcos will be wholly owned by the Endo group immediately thereafter.



## Reconstruction Steps: Step 5—Chapter 11 Filing

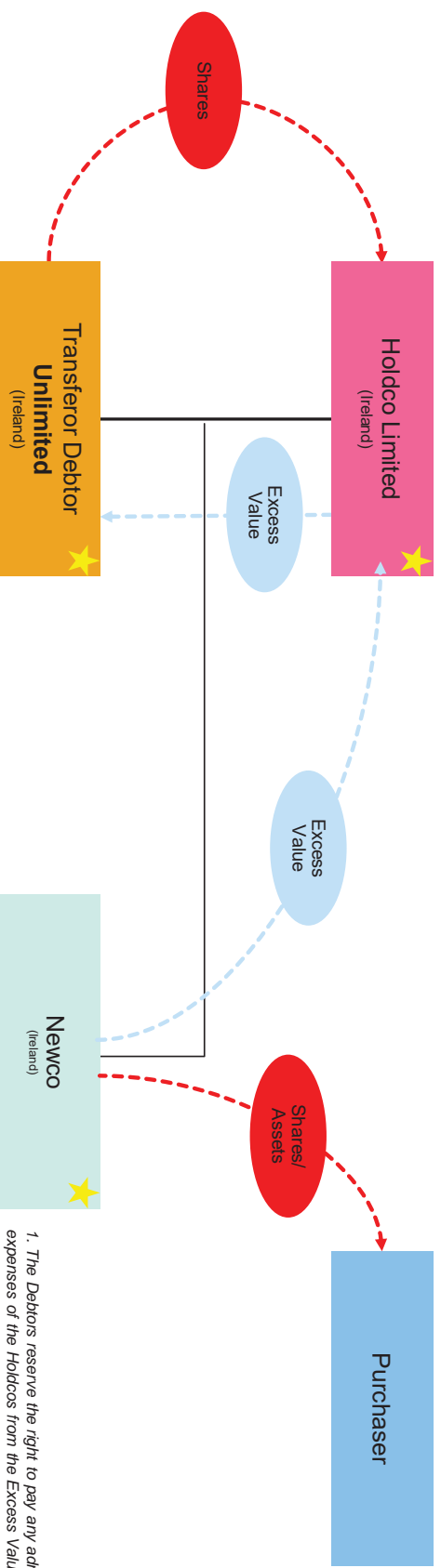
- ▶ Substantially contemporaneously with the completion of the Business Transfers, the Newcos and the Holdcos will file for chapter 11 and be jointly administered in the Debtors' chapter 11 cases.
- ▶ The Newcos will continue to operate the businesses of the Transferor Debtors in substantially the same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

## Structure after Step 5



# Reconstruction Steps: Step 6—Share Subscription

- ▶ Following the Business Transfers, each of the Holdcos and their corresponding Transferor Debtor will enter into an irrevocable, conditional subscription agreement (each, a "Subscription Agreement") pursuant to which each Holdco will irrevocably agree to subscribe for ordinary share capital in the capital of their corresponding Transferor Debtor upon such Holdco receiving Excess Value through the sale of its wholly-owned Newco.
  - As used here in, "Excess Value" means (a) the value in excess of nominal where a Newco is sold for more than nominal value; and (b) the value in excess of Prepetition Liens attaching to the assets of a Newco where such assets are sold for more than the amount necessary to satisfy in full any Prepetition Liens attaching to such assets, taking into account any successful lien challenges, with the proceeds from such sale being transferred to the applicable Holdco (whether by way of distribution, loan, or otherwise).<sup>1</sup>
- ▶ (a) In the event that the liens held by the Prepetition First Lien Secured Parties or holders of the Second Lien Notes are successfully challenged resulting in any unencumbered value at the Newcos (such value, the "Unencumbered Value"), the Successful Bidder shall be authorized and directed to pay cash to the Holdcos on account of the Unencumbered Value, unless the Court orders otherwise; and (b) in the event that a topping bid to the Stalking Horse Bid is selected as the Successful Bid, the Successful Bidder shall be authorized and directed to pay cash to the Holdcos on account of any value attributable to the Newcos in excess of the value of the Prepetition Liens.
- ▶ As a result, the creditors of the Transferor Debtors then share in the Excess Value in the same order of priority that existed at the Transferor Debtors before the execution of the Reconstruction Steps.



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

## Reconstruction Steps: Implementation

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

# Reconstruction Steps: Implementation (cont'd)

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

# Reconstruction Steps: Implementation (cont'd)

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

# Reconstruction Steps: Implementation (cont'd)

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



## Appendix: Subsequent Transaction Steps

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

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

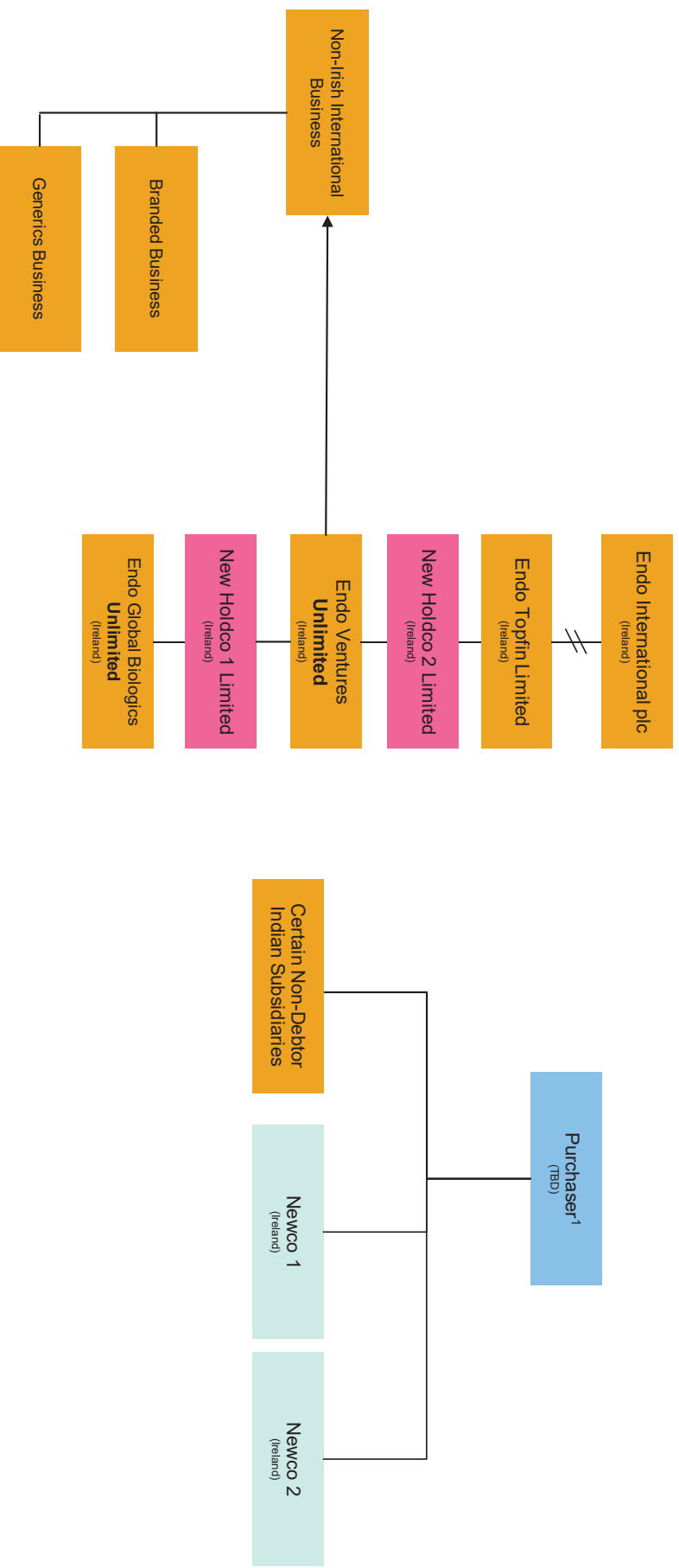
▶ **Step 8:**

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

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

- ▶ Any unencumbered assets at any Newcos will be paid for by the Successful Bidder by buying the Newco shares or assets and paying cash to the relevant Holdco (unless otherwise ordered by the Court), which, in turn, has an obligation to return such cash to the relevant Transferor Debtor.
- ▶ **Step 9:** Purchaser acquires the business and assets of each of the Newcos free and clear of all liens, claims and encumbrances pursuant to the Sale Order.
- ▶ Purchaser simultaneously acquires the assets of the other Debtors free and clear of all liens, claims and encumbrances pursuant to the Sale Order.
- ▶ Dismissal of the chapter 11 cases relating to the Newcos will be sought following Step 9.

## Structure after Step 9: Completion of Sale



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

**Exhibit 5-A**

**BTA Term Sheet**

**Endo International plc, et al.**  
**BUSINESS TRANSFER AGREEMENT TERM SHEET <sup>12</sup>**

Provision	Summary
<b>Parties</b>	(1) EGBL, Newco 1, and Holdco 1 (2) EVL, Newco 2, and Holdco 2
<b>Consideration</b>	In each case, an allotment and issuance of ordinary share capital by the applicable Newco to the applicable Holdco
<b>Transferred Assets<sup>34</sup></b>	<ul style="list-style-type: none"> <li>• All intragroup contracts as are determined necessary for the continuation of the business of the Transferor Debtor (the “Business”) by Newco.</li> <li>• The beneficial and economic interest in all third-party contracts that are determined necessary for the continuation of Transferor Debtor’s existing Business by Newco.</li> <li>• The right to represent Newco as carrying on the Business as presently carried on by Transferor Debtor.</li> <li>• All relevant documents, information, databases, and records etc. relating to the Business (including in respect of the business transfer agreement (the “<u>BTA</u>”) between EVL, Newco 2, and Holdco 2 only, all files and other relevant information relating to employees).</li> <li>• All intellectual property assets owned by Transferor Debtor (in accordance with the terms of a separate short-form IP assignment).</li> <li>• All plant, machinery, equipment, motor vehicles, furniture, fixtures, fittings, tools, parts, spare parts and other chattels used in connection with the Business, owned by the Transferor Debtor, as at the closing of the business transfer (the “<u>Closing</u>”) and any other tangible assets on order to be delivered to the Transferor Debtor.</li> </ul>

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

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

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

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

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

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

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

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



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

**Exhibit 5-B**

**TSA Term Sheet**

**Endo International plc, et al.**  
**TRANSITIONAL SERVICES AGREEMENT TERM SHEET<sup>12</sup>**

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

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

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

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

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

**Exhibit 5-C**

**Subscription Agreement Term Sheet**

**Endo International plc, et al.**  
**SUBSCRIPTION AGREEMENT TERM SHEET<sup>1</sup>**

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

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

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

**SCHEDULE B  
BAR DATE ORDER**

**[Attached]**

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

*In re*

**ENDO INTERNATIONAL plc, et al.,  
  
Debtors.<sup>1</sup>**

**Chapter 11**

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

**(Jointly Administered)**

**Related Docket No. 733**

**ORDER (I) ESTABLISHING DEADLINES FOR FILING  
PROOFS OF CLAIM; (II) APPROVING PROCEDURES FOR  
FILING PROOFS OF CLAIM; (III) APPROVING THE PROOF  
OF CLAIM FORMS; (IV) APPROVING THE FORM AND MANNER OF  
NOTICE THEREOF; AND (V) APPROVING THE CONFIDENTIALITY PROTOCOL**

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

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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 otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



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

**IT IS HEREBY ORDERED THAT:**

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

**The Bar Dates**

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

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

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

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

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

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

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

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

#### **The Bar Date Notice**

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

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

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

**1. Known Actual Claimants**

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

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

## **2. Known Potential Claimants**

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

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

**3. Known Parties in Interest Entitled to Notice**

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

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

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

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

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



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

**Parties Required to File Proofs of Claim**

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

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

**Parties Not Required to File Proofs of Claim**

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

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

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

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

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

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

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

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

#### **Effect of Failure to File Proofs of Claim**

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

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

**Procedures for Filing Proofs of Claim**

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

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

**If by first class mail:**

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

OR

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

**If by hand delivery, or overnight courier:**

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

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

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

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

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

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

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



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

#### **The Confidentiality Protocol**

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

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

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

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

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

**The Supplemental Notice Plan for Unknown Claimants and Parties in Interest**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: April 3, 2023  
New York, New York

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

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

**Exhibit 1**

**Bar Date Notice**

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### **KEY DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

### **WHICH PROOF OF CLAIM FORM TO FILE**

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

#### **Personal Injury Opioid Proof of Claim Form:**

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

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

#### **General Opioid Proof of Claim Form:**

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

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

#### **Non-Opioid Proof of Claim Form:**

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

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

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

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

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

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

**Applicable to All Proof of Claim Forms:**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### **NO REQUIREMENT TO FILE CERTAIN ADMINISTRATIVE EXPENSE CLAIMS**

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

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

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

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

**PROCEDURES FOR FILING PROOFS OF CLAIM**

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

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

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

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

**If by first class mail:**

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

OR

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

**If by hand delivery, or overnight courier:**

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

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

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

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

without prejudice to its claim, in accordance with the Debtors' required methodology and the Debtors reserve all rights with respect thereto;

and each Consolidated Claim shall be deemed filed as against each of the Debtors, as applicable, (x) identified in such Consolidated Claim (in the case of Claims asserted on the Non-Opioid Proof of Claim Form that do not relate to the Debtors' transvaginal mesh or ranitidine products), (y) that are defendants in prepetition litigation that relate to transvaginal mesh or ranitidine products (in the case of Claims asserted on the Non-Opioid Proof of Claim Form that relate to the Debtors' transvaginal mesh or ranitidine products) or (z) that are defendants in prepetition opioid-related litigation (in the case of Claims that are asserted on the Personal Injury Opioid Proof of Claim Form or the General Opioid Proof of Claim Form).

- (l) Subject to the following sentences, and solely for administrative convenience, holders of claims arising from the Debtors' opioid products shall be permitted to file "Class" proofs of claim on behalf of the classes of (a) insurance ratepayers, (b) private hospitals, (c) public schools, and (d) claimants seeking to establish a Neonatal Abstinence Syndrome medical monitoring program. For the avoidance of doubt, if these chapter 11 cases result in (x) the consummation of a sale of substantially all of the Debtors' assets to the stalking horse bidder pursuant to the stalking horse agreement, (y) the consummation of a sale to a party (or parties) that submits a higher or otherwise better bid and such bid provides for the establishment of one or more trusts for the benefit of opioid claimants which trust(s) provides substantially similar recoveries to opioid claimants on substantially similar terms to the then-proposed voluntary trusts contemplated to be established by the stalking horse bidder (a "Comparable Opioid Trust(s)") or (z) a plan of reorganization that provides for the establishment of a Comparable Opioid Trust(s), then such "Class" proofs of claim shall be presumed valid for purposes of administrative convenience only. If, however, these chapter 11 cases result in an alternative transaction, including but not limited to (1) the consummation of a sale to a party (or parties) that submits a higher or otherwise better bid and such bid does not provide for the establishment of a Comparable Opioid Trust(s) or (2) a plan of reorganization that does not provide for the establishment of a Comparable Opioid Trust(s), then such "Class" proofs of claim shall not be presumed valid or allowed, and all parties shall have the right to object to the filing and/or validity of such class proofs of claim, and the burden of proof with regard to the validity of such class proofs of claim shall be on the claimant group seeking to file such claim.

#### **ADDITIONAL PROOF OF CLAIM FORMS**

Forms may be obtained at the website established by the Claims and Noticing Agent, located at <https://restructuring.ra.kroll.com/endo>.

#### **RESERVATION OF RIGHTS**

The Debtors retain the right to (a) dispute, or assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, priority, liability,



classification, or otherwise; (b) subsequently designate any Claim as disputed, contingent, or unliquidated; and (c) otherwise amend, modify, or supplement the Schedules. Nothing contained in this Notice or the Bar Date Order shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

**ADDITIONAL INFORMATION**

A copy of the Bar Date Order, Bar Date Notice, Proof of Claim Form(s), and the Debtors' Schedules may be obtained free of charge by contacting the Claims and Noticing Agent, in writing, at Endo International plc Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, or online at <https://restructuring.ra.kroll.com/endo>, by clicking the tab marked "Submit a Claim." The Bar Date Order can also be viewed on the Court's website at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), for a fee. If you have questions concerning the filing or processing of claims, you may contact the Claims and Noticing Agent at (877) 542-1878 (toll free), (929) 284-1688 (local/international), or [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com).

**PLEASE NOTE THAT THE CLAIMS AND NOTICING AGENT CANNOT PROVIDE LEGAL ADVICE, NOR CAN IT ADVISE YOU AS TO WHETHER YOU SHOULD FILE A PROOF OF CLAIM. A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.**

Dated: [\_\_\_\_\_], 2023

BY ORDER OF THE COURT

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Paul D. Leake  
Lisa Laukitis  
Shana A. Elberg  
Evan A. Hill  
One Manhattan West  
New York, New York 10001  
Telephone: (212) 735-3000  
Fax: (212) 735-2000

*Counsel for the Debtors  
and Debtors in Possession*

**Exhibit 2-A**

**Personal Injury Opioid Proof of Claim Form**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

*In re*

ENDO INTERNATIONAL plc et al.,  
  
Debtors.

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

Modified Form 410

**Personal Injury Opioid Proof of Claim Form**

(Including Parents and Guardians)

**04/22**

You may file Your claim electronically at <https://restructuring.ra.kroll.com/Endo/EPOC-Index>. For questions regarding this Proof of Claim form, please call Kroll Restructuring Administration LLC ("Kroll") at (877) 542-1878 (toll free) or (929) 284-1688 (international) or visit <https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Read the instructions before filling out this form. This form is for individuals to assert an unsecured claim against the Debtors seeking damages based on actual or potential personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the taking of Opioids manufactured, marketed, and/or sold by the Debtors, and/or the taking of another Opioid for which You believe the Debtors are responsible for Your damages.

Creditor (also referred to as "You" throughout) shall provide information responsive to the questions set forth below. Creditors may include parents, foster parents, or guardians submitting claims on behalf of minors with Neonatal Abstinence Syndrome ("NAS").

All proofs of claim submitted on the Personal Injury Opioid Proof of Claim Form and any supporting documentation shall remain **highly confidential** and shall not be made available to the public. For the avoidance of doubt, **all pages** of the Personal Injury Opioid Proof of Claim Form and supporting documentation shall be treated as **highly confidential** and shall not be made publicly available.

**Do not** use this form to assert a non-personal injury claim against any of the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids. File such claim on the General Opioid Proof of Claim Form. However, if You have a non-personal injury claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids, **in addition to** Your claim based on personal injury, You may include information related to that claim on the Personal Injury Opioid Proof of Claim by completing Part 5 of this form in lieu of filing a separate General Opioid Proof of Claim Form.

**Do not** use this form to assert an unsecured claim against any of the Debtors seeking damages based on actual or potential personal injury to the claimant or another person (for example, deceased, incapacitated, or minor family member) related to the use of any non-opioid products manufactured, marketed, and/or sold by any of the Debtors (e.g., ranitidine or transvaginal mesh products). Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

**Do not** use this form to assert any other prepetition claims, such as secured claims, claims entitled to priority under 11 U.S.C. § 507(a), or general unsecured claims that are not based on an alleged personal injury relating to Opioids. Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

**Fill in all of the information about Your claim as of August 16, 2022.**

This form should be completed to the best of Your ability with the information available to You. If You are unable to answer certain questions at this time, the absence of an answer, by itself, will not result in the denial of Your claim, though You may be asked or required to provide additional information at a later date. You may also amend or supplement Your claim after it is filed.

**Do not** send original documents as they will not be returned, and they may be destroyed after scanning.

Part 1:	Identify the Claim					
1.	<b>Who is the Creditor?</b>	<p>(a) Name of the individual seeking payment for this claim. <i>If You have a claim arising out of personal injury to another, please also complete item (b) below. In addition, if You are submitting a claim on behalf of another person, please also complete item (c) below and, if such person is a minor (such as a minor with NAS), provide the name of the person seeking payment for this claim on behalf of the minor.</i></p> <p>_____</p> <p>Other names the Creditor used with the Debtors, including maiden or other names used:</p> <p>_____</p> <p>(b) If Your claim is based on personal injury to another (for example, a deceased, incapacitated, or minor family member), please provide the name of that other person (that is, the injured person). If the injured person is a minor (under 18), please provide only the minor's initials:</p> <p>_____</p> <p>(c) If You are submitting a claim on behalf of another person, please provide Your name and relationship to that person:</p> <p>_____</p> <p><u>If You are submitting a claim on behalf of a minor, are You the Legal Guardian?</u></p> <p><input type="checkbox"/> No. <span style="margin-left: 150px;"><input type="checkbox"/> Yes.</span></p>				
2.	<b>What is the year of birth, gender, and last 4 digits of the social security number of the Creditor (or injured person, if the claim is based on the personal injury of another)?</b>	<p>Year of Birth: _____</p> <p>Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other: _____</p> <p>Last 4 digits of Social Security Number (if available): XXX-XX-____-____-____-____</p>				
3.	<b>Where should notices and payments to the Creditor be sent?</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #f2f2f2; width: 50%;">Where should notices to the Creditor be sent?</th> <th style="background-color: #f2f2f2;">Where should payments to the Creditor be sent? (if different)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) _____  Name _____    Number _____ Street _____    City _____ State _____ ZIP Code _____    Contact phone _____    Contact email _____ </td> <td style="padding: 5px;">   Name _____    Number _____ Street _____    City _____ State _____ ZIP Code _____    Contact phone _____    Contact email _____ </td> </tr> </tbody> </table>	Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) _____ Name _____  Number _____ Street _____  City _____ State _____ ZIP Code _____  Contact phone _____  Contact email _____	 Name _____  Number _____ Street _____  City _____ State _____ ZIP Code _____  Contact phone _____  Contact email _____
Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)					
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) _____ Name _____  Number _____ Street _____  City _____ State _____ ZIP Code _____  Contact phone _____  Contact email _____	 Name _____  Number _____ Street _____  City _____ State _____ ZIP Code _____  Contact phone _____  Contact email _____					
4.	<b>Does this claim amend one already filed?</b>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____</p> <p>Filed on: _____ MM / DD / YYYY</p>				
5.	<b>Do You know if anyone else has filed a Proof of Claim for this claim?</b>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>				

<p>6. <b>Are You or Your counsel interested in receiving future correspondence from (i) the Debtors regarding the Debtors' proposed sale and/or (ii) the official committee of opioid claimants regarding Your claims and the case?</b></p>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. My email address (or the email address of my counsel) for receiving notices is: _____</p> <p><i>* Please note that by checking the "yes" box, You (or Your counsel) hereby consent to receiving notifications from the Debtors and/or the official committee of opioid claimants via email. For the avoidance of doubt, nothing herein shall require the Debtors or the official committee of opioid claimants to provide You (or Your counsel) with notice of matters not otherwise required under applicable law or pursuant to an order of the Bankruptcy Court.</i></p>
---	--

**Part 2: Attorney Information (Optional)**

<p>7. <b>Are You represented by an attorney in this matter?</b></p> <p>You do not need an attorney to file this form.</p>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. If yes, please provide the following information:</p> <p>_____</p> <p>Law Firm Name</p> <p>_____</p> <p>Attorney Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City State ZIP Code</p> <p>_____</p> <p>Contact phone Contact email</p>
---	--

**Part 3: Information About Opioid Personal Injury Claim as of August 16, 2022**

<p>8. <b>How much is the claim?</b></p>	<p><input type="checkbox"/> \$ _____ or <input type="checkbox"/> Unknown.</p>
<p>9. <b>Check the appropriate box:</b></p> <p>Check only one box.</p>	<p><input type="checkbox"/> Creditor has been injured by use of an Opioid.</p> <p><input type="checkbox"/> Creditor has a claim arising out of another person's use of an Opioid (not including a claim on behalf of a minor with NAS). <i>Please answer all questions in Part 4 as if that person (the injured person) is filling out the form.</i></p> <p><input type="checkbox"/> Creditor is submitting a claim on behalf of a minor with NAS. <i>Please answer all questions in Part 4 as if the birth mother of the minor is filling out the form (to the extent such information is available to You).</i></p> <p><input type="checkbox"/> Although Creditor is not currently aware of any injury, Creditor wants to file now to keep the ability to seek payment if Creditor has a future injury or harm due to use of an Opioid.</p>
<p>10. <b>Briefly describe the type of injury alleged from Your use or another person's use of an Opioid.</b></p> <p>Check as many boxes as are applicable.</p> <p>Attach additional sheets if necessary.</p>	<p><input type="checkbox"/> Death</p> <p><input type="checkbox"/> Overdose</p> <p><input type="checkbox"/> Addition/Dependence/Substance Use Disorder</p> <p><input type="checkbox"/> Lost Wages/Earning Capacity</p> <p><input type="checkbox"/> Loss of Consortium</p> <p><input type="checkbox"/> Expenses for Treatment</p> <p><input type="checkbox"/> Other (describe): _____</p> <p>_____</p> <p>_____</p>

11.	<b>Describe the basis for Your Opioid-related personal injury claim, including all alleged causes of action You are asserting against the Debtors.</b>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
Attach additional sheets if necessary.		
Do not describe Your non-opioid related claim. Instead, any such claim should be filed on the Non-Opioid Proof of Claim Form.		
Do not describe Your non-personal injury related Opioid claim. Instead, any such claim should be filed on the General Opioid Proof of Claim Form, or complete Part 5 below.		
12.	<b>If You did not check “unknown” in Question 8, please identify and quantify each category of damages or monetary relief that You seek.</b>  Check as many boxes as are applicable.	<div style="margin-bottom: 10px;"> <input type="checkbox"/> Compensatory: \$_____ or <input type="checkbox"/> Unknown.          (for example, lost wages, pain and suffering, expenses not reimbursed, loss of consortium, etc.)       </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Punitive: \$_____ or <input type="checkbox"/> Unknown.       </div> <div> <input type="checkbox"/> Other (describe): _____       </div>
13.	<b>Have You ever filed a lawsuit against the Debtors at any time?</b>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> No.       </div> <div> <input type="checkbox"/> Yes. If yes, please provide the following information and attach supporting documentation:           Case Caption: _____           Court and Case/Docket Number: _____           Attorney Information:   <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">Law Firm Name</div> <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">Attorney Name</div> <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">Address</div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <div style="width: 33%;">_____</div> <div style="width: 33%;">_____</div> <div style="width: 33%;">_____</div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <div style="width: 33%;">City</div> <div style="width: 33%;">State</div> <div style="width: 33%;">ZIP Code</div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <div style="width: 50%;">_____</div> <div style="width: 50%;">_____</div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <div style="width: 50%;">Contact phone</div> <div style="width: 50%;">Contact email</div> </div> </div>

**Part 4:**

**Information About Opioid Use**

If You have a claim arising out of another person's use of an Opioid (not including a claim on behalf of a minor with NAS), please answer these questions as if the injured person is filling out the form. If You are submitting a claim on behalf of a minor with NAS, please answer these questions as if the birth mother of the minor is filling out the form (to the extent such information is available to You).

14. **Were You *prescribed or Administered* an Endo Branded Opioid(s) by a healthcare professional in the United States?**
- ☐ No.
- ☐ Yes. If yes, please provide the following information to the extent reasonably available:  
**Please identify the Endo Branded Opioid(s) that You were prescribed or Administered by a healthcare professional in the United States. Check as many medications as applicable.**
- |  |   |
|--|---|
| <input type="checkbox"/> BELBUCA® (buprenorphine hydrochloride)  | <input type="checkbox"/> DEPODUR® (morphine sulfate extended-release)           |
| <input type="checkbox"/> OPANA® (oxymorphone hydrochloride)      | <input type="checkbox"/> OPANA® ER (oxymorphone hydrochloride extended release) |
| <input type="checkbox"/> PERCOCET® (oxycodone and acetaminophen) | <input type="checkbox"/> ZYDONE® (hydrocodone bitartrate and acetaminophen)     |
- ☐ Unknown (select if You were prescribed or Administered an Endo Branded Opioid(s) by a healthcare professional in the United States but do not know the specific name of the medication).
- 
15. **Were You ever *prescribed or Administered* an Endo Generic Opioid(s) by a healthcare professional in the United States?**
- (Note that for purposes of this form "Endo Generic Opioids" includes generic Opioids manufactured, marketed, and/or sold by Endo, including, but not limited to, under any of the following names: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Par Sterile Products, Qualitest Pharmaceuticals, and Vintage Pharmaceuticals.)
- ☐ No.
- ☐ Yes. If yes, please provide the following information to the extent reasonably available:  
**Please identify the Endo Generic Opioid(s) that You were prescribed or Administered by a healthcare professional. Check as many medications as applicable.**
- |   |  |
|---|--|
| <input type="checkbox"/> Acetaminophen and codeine phosphate                        | <input type="checkbox"/> Buprenorphine hydrochloride   |
| <input type="checkbox"/> Butalbital, acetaminophen, caffeine, and codeine phosphate | <input type="checkbox"/> CHERATUSSIN® AC (codeine phosphate and guaifenesin)                     |
| <input type="checkbox"/> ENDOCET® (oxycodone and acetaminophen)                     | <input type="checkbox"/> ENDODAN® (oxycodone and aspirin)  |
| <input type="checkbox"/> Fentanyl transdermal system                                | <input type="checkbox"/> Hydrocodone bitartrate and acetaminophen                                |
| <input type="checkbox"/> Hydrocodone bitartate and ibuprofen                        | <input type="checkbox"/> Hydrocodone polistirex and chlorpheniramine polistirex extended release |
| <input type="checkbox"/> IBUDONE® (hydrocodone and ibuprofen)                       | <input type="checkbox"/> IOPHEN-C NR (codeine phosphate and guaifenesin)                         |
| <input type="checkbox"/> MEPERITAB® (meperidine hydrochloride)                      | <input type="checkbox"/> Morphine sulfate extended-release                                       |
| <input type="checkbox"/> NUBAIN® (nalbuphine hydrochloride)                         | <input type="checkbox"/> Oral transmucosal fentanyl citrate (OTFC)                               |
| <input type="checkbox"/> Oxycodone and acetaminophen                                | <input type="checkbox"/> Oxymorphone hydrochloride   |
| <input type="checkbox"/> PHENYLHISTINE DH (chlorpheniramine-pseudoephed-codeine)    | <input type="checkbox"/> Promethazine hydrochloride and codeine phosphate                        |
| <input type="checkbox"/> Propoxyphene hydrochloride                                 | <input type="checkbox"/> QUINDAL HD (chlorphen-phenyleph-hydrocodon)                             |
| <input type="checkbox"/> Tramadol hydrochloride extended release                    | <input type="checkbox"/> TUSSICLEAR DH (guaifenesin and hydrocodone)                             |
| <input type="checkbox"/> VI-Q-TUSS® (guaifenesin and hydrocodone)                   |  |
- ☐ Name of other Opioid medication(s): \_\_\_\_\_
- ☐ Unknown (select if You were prescribed or Administered by a healthcare professional an Endo Generic Opioid(s) but do not know the specific name of the medication).

16. <b>Were You prescribed or Administered a Paladin Opioid(s) by a healthcare professional in Canada?</b>	<input type="checkbox"/> No.
	<input type="checkbox"/> Yes. If yes, please provide the following information to the extent reasonably available: <b>Please identify the Paladin Opioid(s) that You were prescribed or Administered by a healthcare professional in Canada. Check as many medications as applicable.</b>
	<input type="checkbox"/> ABSTRAL® (fentanyl citrate) <input type="checkbox"/> DARVON-N® (propoxyphene napsylate)
	<input type="checkbox"/> METADOL® (methadone hydrochloride) <input type="checkbox"/> METADOL-D® (methadone hydrochloride)
	<input type="checkbox"/> NUCYNTA® CR (tapentadol) <input type="checkbox"/> NUCYNTA® Extended-Release (tapentadol)
	<input type="checkbox"/> TRIDURAL® (tramadol hydrochloride) <input type="checkbox"/> STATEX® (morphine sulfate)
<input type="checkbox"/> Unknown (select if You were prescribed or Administered a Paladin Opioid(s) by a healthcare professional in Canada and do not know the specific name of the medication).	

<b>Part 5: Other (Non-Personal Injury) Opioid-Related Claims</b>	
17. <b>Do You believe You have any other claims against the Debtors based on or involving the Debtors' manufacturing, marketing, and/or sale of Opioids that are not based on a personal injury?</b>	<input type="checkbox"/> No.
	<input type="checkbox"/> Yes. If yes, please describe the nature of the claim(s) (Attach additional sheets if necessary).
	_____
	_____
	_____
18. <b>How much is the claim?</b> <input type="checkbox"/> \$ _____ or <input type="checkbox"/> Unknown.	

<b>Part 6: Supporting Documentation</b>	
19. <b>Please provide the following supporting documentation if You would like (but You are not required) to supplement this Proof of Claim.</b>	Provide any documents supporting Your claim, including, but not limited to, any complaint that You have filed against the Debtors, prescriptions, pharmacy records or statements showing prescriptions, diagnosis or any records supporting Your claims for damages.



**Part 7: Sign Below**

**The person completing this Proof of Claim must sign and date it. FRBP 9011(b).**

If You file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both.**

**18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

- ☐ I am the Creditor.
- ☐ I am the Creditor's attorney, guardian, kinship (or other authorized) caretaker, executor, or authorized agent.
- ☐ Other (describe): \_\_\_\_\_

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_  
MM / DD / YYYY

\_\_\_\_\_  
Signature

**Print the name of the person who is completing and signing this claim:**

Name

\_\_\_\_\_  
First name

\_\_\_\_\_  
Middle name

\_\_\_\_\_  
Last name

Title

Company

Address

\_\_\_\_\_  
Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code

Contact  
phone:

Email: \_\_\_\_\_

## Instructions for Personal Injury Opioid Proof of Claim Form

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if You are unfamiliar with the bankruptcy process and privacy regulations.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both. See 18 U.S.C. §§ 152, 157 and 3571.**

### ADDITIONAL INFORMATION

- **Fill in all the information about Your claim as of August 16, 2022.**
- **Attach any available supporting documents to this form.**  
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* below.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because they will not be returned and may be destroyed after scanning.**
- **A Personal Injury Opioid Proof of Claim Form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **A parent, foster parent, or guardian may complete this Personal Injury Opioid Proof of Claim Form on behalf of a minor child if there is reason to believe that the birth mother may have taken Opioid products manufactured, marketed, and/or sold by the Debtors.**
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.
- **The questions herein do not seek the discovery of information protected by the attorney-client privilege.**
- **Each question in this Proof of Claim form should be construed independently, unless otherwise noted.** No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.
- The words “and” and “or” should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.
- **After reviewing this form and any supporting documentation submitted with this form, additional information and documentation may be requested.**

### PRIVACY INFORMATION

This information is not intended to supersede the Debtors’ privacy notices and may be considered an addendum to these. Any rights You may have under the Debtors’ privacy notices remain the same. Should You have any questions or concerns regarding this information or any rights You may have in relation to any personal data, please refer to the Debtors’ privacy notices (see “Further Information” below for links). Kroll is engaged by the Debtors for the purpose of facilitating their chapter 11 cases under the U.S. Bankruptcy Code and is subject to the terms of a data processing agreement compliant with applicable data protection laws. Kroll shall only process any personal information You may submit in accordance with such agreement and any order of the U.S. Bankruptcy Court and as necessary for such purpose.

If You decide to voluntarily submit a Proof of Claim, You voluntarily submit any personal information included therein, including, but not limited to, Your name, phone number, email address, mailing address, date of birth, gender, last 4 digits of Your social security number, and any other personal information You voluntarily provide on the Proof of Claim form and attached documentation. The processing of any such personal information will be undertaken on the basis of Your consent where required by applicable law. Where Your consent is not required by law, any personal information will be processed on the basis of the Debtors’ legitimate interests in relation to the processing of Your claim, to the extent required by, and in accordance with, applicable data protection laws.

### Confidentiality of Any Personal Information You Provide Generally

All Personal Injury Opioid Proof of Claim Forms claiming personal injury based on or involving the Debtors’ manufacturing, marketing, and/or sale of Opioids and any supporting documentation submitted with the form shall remain *highly confidential* and shall not be made publicly available on the Debtors’ case website nor included in the publicly available claims register, meaning that none of Your personal information will be made publicly available. For the avoidance of doubt, *all pages* of the Personal Injury Opioid Proof of Claim Form and supporting documentation shall be treated as *highly confidential* and shall not be made publicly available. However, Your Personal Injury Opioid Proof of Claim Form and supporting documentation, including Your personal information disclosed therein, may be made available to the following parties (subject to compliance with applicable Bankruptcy Court orders): (i) the Debtors, (ii) the Debtors’ advisors, including their counsel and financial advisors, (iii) Kroll and other parties assisting the Debtors with claims administration, (iv) the Debtors’ insurers and insurance brokers, (v) the Bankruptcy Court, (vi) the U.S. Trustee, (vii) the advisors for the Ad Hoc First Lien Group, (viii) the advisors for the official committee of unsecured creditors, (ix) the advisors for the official committee of opioid claimants, (x) the future claimants’ representative and his advisors and (xi) such other persons as the Bankruptcy Court determines are required to have the information in order to evaluate your personal injury claim (the parties listed in

subclauses (i)-(xi) collectively, the “**Authorized Parties**”). By submitting this Proof of Claim, You consent to such limited disclosure to the Authorized Parties as set forth herein for the purpose of analyzing your claim or any ancillary purposes.

#### **Your Personal Information Will Be Transmitted to the U.S.**

If You are based outside of the U.S., then by submitting Your Proof of Claim form, You will transfer any personal information You submit from Your state, province, country, or other governmental jurisdiction to the U.S. where privacy laws may not be as protective as those in Your jurisdiction.

#### **How is Your Information Secured?**

The Debtors employ appropriate technical and organizational measures designed to protect the security of the information You provide on the Proof of Claim form. These measures are kept under review to ensure the on-going integrity and confidentiality of personal information.

#### **How Long Is Your Information Retained?**

The information (including any personal information) You provide on this Proof of Claim form will be retained by or on behalf of the Authorized Parties, for as long as necessary for the purposes described above, as needed to resolve disputes or protect legal rights as they relate to such claim, or as otherwise required or permitted by applicable law.

#### **What Are Your Rights?**

To the extent applicable under the privacy laws of Your jurisdiction, You may have specific rights in relation to any personal information You provide on this form. Please note that any exercise of these rights is subject to certain exceptions and certain applicable laws, or court orders that may prohibit the amendment or erasure of such information once it is submitted, including information displayed and/or accessible on the case website, <https://restructuring.ra.kroll.com/endo/>. For further information on any rights You may have, or if You have any questions or concerns regarding the use of any personal information You provide on this form or would like to submit a complaint, please see the Debtors’ privacy notices (see “Further Information” below for links).

#### **Further Information**

For more information on how any personal information You submit will be handled by Kroll and the Debtor, please see (i) Kroll Privacy Notice (<https://restructuring.ra.kroll.com/endo/Home-PrivacyNotice>); (ii) Debtor Privacy Notices: Enterprise Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/privacy>); and (iii) EU Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/eu-privacy>).

#### **CONFIRMATION THAT THE CLAIM HAS BEEN FILED**

To receive confirmation that the claim has been filed, enclose a stamped, self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://restructuring.ra.kroll.com/Endo/Home-ClaimInfo>.

#### **UNDERSTANDING THE TERMS USED IN THIS FORM**

**Administered:** The act of receiving a medication by any or all of the following methods: (i) ingestion; (ii) application of a patch to the skin; and/or (iii) injection or insertion into the body.

**Claim:** A Creditor’s right to receive payment for a debt that the Debtor owed on the date the Debtor filed for bankruptcy. 11 U.S.C. §101(5). A claim may be secured or unsecured.

**Creditor:** A person, corporation, or other entity to whom a Debtor owes a debt that was incurred on or before the date the Debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. 11 U.S.C. § 101 (13).

**Endo** as used in conjunction with the terms “Branded Opioid” or “Generic Opioid” includes any of the following names under which Opioids were manufactured, marketed or sold in the United States: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Qualitest Pharmaceuticals, and Vintage Pharmaceuticals, or any entity that is a Debtor in the bankruptcy proceeding (joint administered under case number 22-22549 (JLG) in the Bankruptcy Court). A complete list of Debtors may be found at <https://restructuring.ra.kroll.com/endo>.

**Information entitled to privacy:** A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual’s tax identification number, or a financial account number, only the initials of a minor’s name, and only the year of any person’s date of birth.

**Opioids:** FDA- or Health Canada-approved pain-reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient’s brain or body to produce an analgesic effect. The term “Opioid(s)” does not include: (i) medications and other substances to treat opioid or other substance use disorders, abuse, addiction or overdose; (ii) raw materials and/or immediate precursors used in the manufacture or study of opioids or opioid products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; or (iii) opioids listed by the DEA as Schedule IV drugs pursuant to the federal Controlled Substances Act.

**Paladin** as used in conjunction with the term “Opioid” means Paladin Labs Inc.

**Proof of Claim:** A form that shows the amount of debt the Debtor is alleged to have owed to a Creditor on the date of the bankruptcy filing.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents. Filers will not be prejudiced or harmed in any way by redacting or leaving out information entitled to privacy on the Proof of Claim form.

**Secured claim under 11 U.S.C. § 506(a):** A claim backed by a lien on particular property of the Debtor. A claim is secured to the extent that a Creditor has the right to be paid from the property before other Creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the Creditor has a lien. Any amount owed to a Creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a Creditor has a lien.

#### **OFFERS TO PURCHASE A CLAIM**

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact Creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the Debtors. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the Debtors. A Creditor has no obligation to sell its claim. However, if a Creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*) that apply, and any orders of the bankruptcy court that apply.

#### **PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:**

##### **If by first class mail:**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

##### **If by hand delivery, or overnight courier:**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

**You may also file Your claim electronically at**

<https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

<b>Do not file these instructions with Your form</b>
--

**Exhibit 2-B**

**General Opioid Proof of Claim Form**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

*In re*

ENDO INTERNATIONAL plc, *et al.*,

Debtors.

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

Modified Form 410

**General Opioid Proof of Claim Form**

**04/22**

You may file Your claim electronically at <https://restructuring.ra.kroll.com/Endo/EPOC-Index>. For questions regarding this Proof of Claim form, please call Kroll Restructuring Administration LLC ("Kroll") at (877) 542-1878 (toll free) or (929) 284-1688 (international) or visit <https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

Read the instructions at the end of this document before filling out this form. This form is for making a claim for payment in a bankruptcy case. Creditor (also referred to as "You" throughout) shall provide information responsive to the questions set forth below.

This form is for any person or entity, governmental unit, and/or Native American Tribe to assert a non-personal injury claim against any of the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids. If You have a non-personal injury claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids, *in addition to* Your claim based on personal injury, You may include information related to that claim on the Personal Injury Opioid Proof of Claim by completing Part 5 of this form in lieu of filing a separate General Opioid Proof of Claim Form.

**Do not** use this form to assert **only** an unsecured claim against the Debtors seeking damages based on actual or potential personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the taking of Opioids manufactured, marketed, and/or sold by the Debtors, and/or the taking of another Opioid for which You believe the Debtors are responsible for Your damages. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.

**Do not** use this form to assert an unsecured claim against any of the Debtors seeking damages based on actual or potential personal injury to the claimant or another person (for example, deceased, incapacitated, or minor family member) related to the use of any non-opioid products manufactured, marketed, and/or sold by any of the Debtors (e.g., ranitidine or transvaginal mesh products). Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

**Do not** use this form to assert any other prepetition claims, such as secured claims, claims entitled to priority under 11 U.S.C. § 507(a), or general unsecured claims that are not based on an alleged personal injury relating to Opioids. Instead, You should file such claim on the Non-Opioid Proof of Claim Form.

**Fill in all of the information about Your claim as of August 16, 2022.**

This form should be completed to the best of Your ability with the information available to You. If You are unable to answer certain questions at this time, the absence of an answer, by itself, will not result in the denial of Your claim, though You may be asked or required to provide additional information at a later date. You may also amend or supplement Your claim after it is filed.

**Do not** send original documents as they will not be returned, and they may be destroyed after scanning.

**Part 1: Identify the Claim**

1.	<b>Who is the current Creditor?</b>	Name of the individual or entity seeking payment for this claim: <hr/> Other names the Creditor used with the Debtors: <hr/>	
2.	<b>Describe the Creditor making the claim.</b>	<input type="checkbox"/> Individual <input type="checkbox"/> Native American Tribe <input type="checkbox"/> Governmental Unit	<input type="checkbox"/> Retirement or Pension Fund Administrator <input type="checkbox"/> Pharmacy Benefit Manager <input type="checkbox"/> Other (describe): _____
3.	<b>Has this claim been acquired from someone else or some other entity?</b>	<input type="checkbox"/> No. <input type="checkbox"/> Yes. From whom? _____	
4.	<b>Where should notices and payments to the Creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the Creditor be sent?</b>	<b>Where should payments to the Creditor be sent? (if different)</b>
		<hr/> Name	<hr/> Name
		<hr/> Number      Street	<hr/> Number      Street
		<hr/> City                      State      ZIP Code	<hr/> City                      State      ZIP Code
		<hr/> Contact phone	<hr/> Contact phone
		<hr/> Contact email	<hr/> Contact email
5.	<b>Are You (i) a “governmental unit” as defined in section 101(27) of the Bankruptcy Code and (ii) interested in receiving future correspondence from the Multi-State Endo Executive Committee regarding Your claims and the case?</b>	<input type="checkbox"/> No. <input type="checkbox"/> Yes. My email address for receiving notices is: _____  <i>* Please note that by checking the “yes” box, You hereby consent to receiving notifications regarding the case from the Multi-State Endo Executive Committee via email.</i>	
6.	<b>Does this claim amend one already filed?</b>	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Claim number on court claims registry (if known): _____  Filed on: _____ MM / DD / YYYY	
7.	<b>Do You know if anyone else has filed a Proof of Claim for this claim?</b>	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Attorney Information (Optional)**

8.	<b>Are You represented by an attorney in this matter?</b> You do not need an attorney to file this form.	<input type="checkbox"/> No.	
		<input type="checkbox"/> Yes. If yes, please provide the following information:	
		_____	
		Law Firm Name	
		_____	
		Attorney Name	
		_____	
	Address		
	_____		
	City	State	ZIP Code
	_____		
	Contact phone	Contact email	

**Part 3: Information About Opioid Claim as of August 16, 2022**

9.	<b>Do You have any number You use to identify the Debtor?</b>	<input type="checkbox"/> No.
		<input type="checkbox"/> Yes. Last 4 digits of the Debtor's account or any number You use to identify the Debtor: _____
10.	<b>How much is the claim?</b>	<input type="checkbox"/> \$ _____ or <input type="checkbox"/> Unknown.
11.	<b>Describe Your Opioid-related claim and, if applicable, describe the citizens and entities that You represent in this claim. Please also identify each category of damages or monetary relief that You seek.</b>  Attach additional sheets if necessary.  Do not describe Your non-opioid related personal injury claim. Instead, You should file such claim on the Non-Opioid Proof of Claim Form.  Do not describe Your Opioid related personal injury claim. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.	_____
		_____
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12.	<b>Have You ever filed a lawsuit against the Debtors at any time?</b>	<input type="checkbox"/> No.  <input type="checkbox"/> Yes. If yes, please provide the following information and attach supporting documentation:	<div style="margin-top: 10px;">Case Caption: _____</div> <div style="margin-top: 10px;">Court and Case/Docket Number: _____</div> <div style="margin-top: 10px;">Attorney Information:</div> <div style="margin-top: 10px;">_____</div> <div style="margin-left: 20px;">Law Firm Name</div> <div style="margin-top: 10px;">_____</div> <div style="margin-left: 20px;">Attorney Name</div> <div style="margin-top: 10px;">_____</div> <div style="margin-left: 20px;">Address</div> <div style="margin-top: 10px;">_____</div> <div style="margin-left: 20px;">City State ZIP Code</div> <div style="margin-top: 10px;">_____</div> <div style="margin-left: 20px;">Contact phone: _____ Email: _____</div>
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<b>Part 4:</b>	<b>Non-Opioid-Related Claims</b>	
13.	<b>Do You believe You have any claims against the Debtors based on non-opioid-related claims or harm?</b>	<div style="margin-top: 10px;"> <input type="checkbox"/> No.   <input type="checkbox"/> Yes. If yes, please describe the nature of the claims(s) (attach additional sheets if necessary).         </div> <div style="margin-top: 10px;">           _____            _____            _____            _____            _____            _____            _____            _____            _____         </div>
14.	<b>How much is the claim?</b>	<input type="checkbox"/> \$ _____ or <input type="checkbox"/> Unknown.

<b>Part 5:</b>	<b>Supporting Documentation</b>	
15.	<b>Please provide the following supporting documentation if You would like (but You are not required) to supplement this Proof of Claim.</b>	<div style="margin-top: 10px;">           Provide any documents supporting Your claim, including but not limited to any complaint, petition, information, or similar pleading filed in any civil or criminal proceeding involving the Debtors; and any records supporting Your claim for damages.         </div> <div style="margin-top: 10px;">           Governmental units that have filed litigation against the Debtors that is part of the federal multidistrict litigation in Ohio, <i>In re National Opiate Litigation</i>, MDL No. 17-02804 (N.D. Ohio 2017) ("<u>Ohio MDL</u>"), and have submitted a Government Plaintiff Fact Sheet in connection with that proceeding, may rely on their Government Plaintiff Fact Sheet to complete these questions.         </div>

**Part 5:**

**Sign Below**

**The person completing this Proof of Claim must sign and date it. FRBP 9011(b).**

If You file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both.**

**18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

- ☐ I am the Creditor.
- ☐ I am the Creditor's attorney or authorized agent.
- ☐ I am the trustee, or the Debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the Creditor gave the Debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_  
MM / DD / YYYY

\_\_\_\_\_  
Signature

**Print the name of the person who is completing and signing this claim:**

Name

\_\_\_\_\_  
First name

\_\_\_\_\_  
Middle name

\_\_\_\_\_  
Last name

Title

\_\_\_\_\_

Company

\_\_\_\_\_

Address

\_\_\_\_\_  
Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code

Contact  
phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

## Instructions for General Opioid Proof of Claim Form

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if You are unfamiliar with the bankruptcy process and privacy regulations.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both. See 18 U.S.C. §§ 152, 157 and 3571.**

### ADDITIONAL INFORMATION

- **Fill in all the information about Your claim as of August 16, 2022.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to You before the initial claim was filed.
- **Attach any available supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because they will not be returned and may be destroyed after scanning.**
- **A General Opioid Proof of Claim Form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.
- **The questions herein do not seek the discovery of information protected by the attorney-client privilege.**
- **Each question in this Proof of Claim form should be construed independently, unless otherwise noted.** No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.
- The words “and” and “or” should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.
- **After reviewing this form and any supporting documentation submitted with this form, additional information and documentation may be requested.**

### PRIVACY INFORMATION

This information is not intended to supersede the Debtors’ privacy notices and may be considered an addendum to these. Any rights You may have under the Debtors’ privacy notices remain the same. Should You have any questions or concerns regarding this information or any rights You may have in relation to any personal data, please refer to the Debtors’ privacy notices (see “Further Information” below for links). Kroll is engaged by the Debtors for the purpose of facilitating their chapter 11 cases under the U.S. Bankruptcy Code and is subject to the terms of a data processing agreement compliant with applicable data protection laws. Kroll shall only process any personal information You may submit in accordance with such agreement and any order of the U.S. Bankruptcy Court and as necessary for such purpose.

If You decide to voluntarily submit a Proof of Claim, You voluntarily submit any personal information included therein, including, but not limited to, Your name, phone number, email address, mailing address, date of birth, gender, last 4 digits of Your social security number, and any other personal information You voluntarily provide on the Proof of Claim form and attached documentation. The processing of any such personal information will be undertaken on the basis of Your consent where required by applicable law. Where Your consent is not required by law, any personal information will be processed on the basis of the Debtors’ legitimate interests in relation to the processing of Your claim, to the extent required by, and in accordance with, applicable data protection laws.

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO SUBMITTING THEM. THE PROOF OF CLAIM AND ATTACHMENTS WILL BE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ON THE DEBTORS’ CASE WEBSITE HOSTED BY KROLL PURSUANT TO APPLICABLE LAW AND/OR COURT ORDER. SOME OR ALL OF ANY PERSONAL INFORMATION YOU PROVIDE MAY BE PUBLICLY AVAILABLE.

### Your Personal Information Will Be Transmitted to the U.S.

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**Claim:** A Creditor's right to receive payment for a debt that the Debtor owed on the date the Debtor filed for bankruptcy. 11 U.S.C. §101(5). A claim may be secured or unsecured.

**Creditor:** A person, corporation, or other entity to whom a Debtor owes a debt that was incurred on or before the date the Debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

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effect. The term "Opioid(s)" does not include: (i) medications and other substances to treat opioid or other substance use disorders, abuse, addiction or overdose; (ii) raw materials and/or immediate precursors used in the manufacture or study of opioids or opioid products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; or (iii) opioids listed by the DEA as Schedule IV drugs pursuant to the federal Controlled Substances Act.

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Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a Creditor has a lien.

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### **PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:**

#### **If by first class mail:**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

**If by hand delivery, or overnight courier:**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

**You may also file Your claim electronically at**

<https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

<b>Do not file these instructions with Your form</b>
--

**Exhibit 2-C**

**Non-Opioid Proof of Claim Form**

**UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

**Fill in this information to identify the case (select only one Debtor per claim form):\*\*\***

<input type="checkbox"/> Endo International plc (Case No. 22-22549)	<input type="checkbox"/> Endo Global Biologics Limited (Case No. 22-22566)	<input type="checkbox"/> Generics International (US) 2, Inc. (Case No. 22-22607)
<input type="checkbox"/> 70 Maple Avenue, LLC (Case No. 22-22548)	<input type="checkbox"/> Endo Global Development Limited (Case No. 22-22568)	<input type="checkbox"/> Generics International (US), Inc. (Case No. 22-22554)
<input type="checkbox"/> Actient Pharmaceuticals LLC (Case No. 22-22547)	<input type="checkbox"/> Endo Global Finance LLC (Case No. 22-22570)	<input type="checkbox"/> Generics International Ventures Enterprises LLC (Case No. 22-22609)
<input type="checkbox"/> Actient Therapeutics LLC (Case No. 22-22588)	<input type="checkbox"/> Endo Global Ventures (Case No. 22-22571)	<input type="checkbox"/> Hawk Acquisition Ireland Limited (Case No. 22-22611)
<input type="checkbox"/> Anchen Incorporated (Case No. 22-22552)	<input type="checkbox"/> Endo Health Solutions Inc. (Case No. 22-22573)	<input type="checkbox"/> Innoteq, Inc. (Case No. 22-22565)
<input type="checkbox"/> Anchen Pharmaceuticals, Inc. (Case No. 22-22556)	<input type="checkbox"/> Endo Innovation Valera, LLC (Case No. 22-22575)	<input type="checkbox"/> JHP Acquisition, LLC (Case No. 22-22567)
<input type="checkbox"/> Astora Women's Health Ireland Limited (Case No. 22-22591)	<input type="checkbox"/> Endo Ireland Finance II Limited (Case No. 22-22577)	<input type="checkbox"/> JHP Group Holdings, LLC (Case No. 22-22569)
<input type="checkbox"/> Astora Women's Health, LLC (Case No. 22-22594)	<input type="checkbox"/> Endo LLC (Case No. 22-22579)	<input type="checkbox"/> Kali Laboratories 2, Inc. (Case No. 22-22612)
<input type="checkbox"/> Auxilium International Holdings, LLC (Case No. 22-22596)	<input type="checkbox"/> Endo Luxembourg Finance Company I S.à r.l. (Case No. 22-22581)	<input type="checkbox"/> Kali Laboratories, LLC (Case No. 22-22572)
<input type="checkbox"/> Auxilium Pharmaceuticals, LLC (Case No. 22-22598)	<input type="checkbox"/> Endo Luxembourg Holding Company S.à r.l. (Case No. 22-22583)	<input type="checkbox"/> Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l. (Case No. 22-22614)
<input type="checkbox"/> Auxilium US Holdings, LLC (Case No. 22-22601)	<input type="checkbox"/> Endo Luxembourg International Financing S.à r.l. (Case No. 22-22585)	<input type="checkbox"/> Moores Mill Properties L.L.C. (Case No. 22-22574)
<input type="checkbox"/> Bermuda Acquisition Management Limited (Case No. 22-22603)	<input type="checkbox"/> Endo Management Limited (Case No. 22-22587)	<input type="checkbox"/> Paladin Labs Canadian Holding Inc. (Case No. 22-22616)
<input type="checkbox"/> BioSpecifics Technologies LLC (Case No. 22-22605)	<input type="checkbox"/> Endo Par Innovation Company, LLC (Case No. 22-22561)	<input type="checkbox"/> Paladin Labs Inc. (Case No. 22-22617)
<input type="checkbox"/> Branded Operations Holdings, Inc. (Case No. 22-22608)	<input type="checkbox"/> Endo Pharmaceuticals Finance LLC (Case No. 22-22589)	<input type="checkbox"/> Par Laboratories Europe, Ltd. (Case No. 22-22618)
<input type="checkbox"/> DAVA International, LLC (Case No. 22-22610)	<input type="checkbox"/> Endo Pharmaceuticals Inc. (Case No. 22-22590)	<input type="checkbox"/> Par Pharmaceutical 2, Inc. (Case No. 22-22619)
<input type="checkbox"/> DAVA Pharmaceuticals, LLC (Case No. 22-22558)	<input type="checkbox"/> Endo Pharmaceuticals Solutions Inc. (Case No. 22-22592)	<input type="checkbox"/> Par Pharmaceutical Companies, Inc. (Case No. 22-22576)
<input type="checkbox"/> Endo Aesthetics LLC (Case No. 22-22613)	<input type="checkbox"/> Endo Pharmaceuticals Valera Inc. (Case No. 22-22593)	<input type="checkbox"/> Par Pharmaceutical Holdings, Inc. (Case No. 22-22578)
<input type="checkbox"/> Endo Bermuda Finance Limited (Case No. 22-22615)	<input type="checkbox"/> Endo Procurement Operations Limited (Case No. 22-22595)	<input type="checkbox"/> Par Pharmaceutical, Inc. (Case No. 22-22546)
<input type="checkbox"/> Endo Designated Activity Company (Case No. 22-22551)	<input type="checkbox"/> Endo TopFin Limited (Case No. 22-22597)	<input type="checkbox"/> Par Sterile Products, LLC (Case No. 22-22580)
<input type="checkbox"/> Endo Eurofin Unlimited Company (Case No. 22-22553)	<input type="checkbox"/> Endo U.S. Inc. (Case No. 22-22599)	<input type="checkbox"/> Par, LLC (Case No. 22-22582)
<input type="checkbox"/> Endo Finance IV Unlimited Company (Case No. 22-22555)	<input type="checkbox"/> Endo US Holdings Luxembourg I S.à r.l. (Case No. 22-22600)	<input type="checkbox"/> Quartz Specialty Pharmaceuticals, LLC (Case No. 22-22584)
<input type="checkbox"/> Endo Finance LLC (Case No. 22-22557)	<input type="checkbox"/> Endo Ventures Aesthetics Limited (Case No. 22-22602)	<input type="checkbox"/> Slate Pharmaceuticals, LLC (Case No. 22-22620)
<input type="checkbox"/> Endo Finance Operations LLC (Case No. 22-22559)	<input type="checkbox"/> Endo Ventures Bermuda Limited (Case No. 22-22604)	<input type="checkbox"/> Timm Medical Holdings, LLC (Case No. 22-22621)
<input type="checkbox"/> Endo Finco Inc. (Case No. 22-22560)	<input type="checkbox"/> Endo Ventures Cyprus Limited (Case No. 22-22606)	<input type="checkbox"/> Vintage Pharmaceuticals, LLC (Case No. 22-22586)
<input type="checkbox"/> Endo Generics Holdings, Inc. (Case No. 22-22562)	<input type="checkbox"/> Endo Ventures Limited (Case No. 22-22550)	
<input type="checkbox"/> Endo Global Aesthetics Limited (Case No. 22-22564)	<input type="checkbox"/> Generics Bidco I, LLC (Case No. 22-22563)	

**\*\*\* If You are asserting a personal injury claim relating to the Debtors' transvaginal mesh or ranitidine products,  
You do not need to identify a case in this table.**

## Modified Form 410

# Non-Opioid Proof of Claim Form

04/22

You may file Your claim electronically at <https://restructuring.ra.kroll.com/Endo/EPOC-Index>. For questions regarding this Proof of Claim form, please call Kroll Restructuring Administration LLC ("Kroll") at (877) 542-1878 (toll free) or (929) 284-1688 (international) or visit <https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

**Read the instructions at the end of this document before filling out this form. This form is for making a claim for payment in a bankruptcy case.** Creditor (also referred to as "You" throughout) shall provide information responsive to the questions set forth below.

**This form is for claimants to assert any claims against the Debtors other than any claim arising from or relating to the Debtors' manufacturing, marketing, and/or sale of Opioid products.** For example, this form should be used to assert a (i) secured claim, (ii) claim entitled to priority under 11 U.S.C. § 507(a), and (iii) general unsecured claim that does not relate to Opioids (such as any claim based on alleged personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the use of any non-opioid products manufactured, marketed, and/or sold by any of the Debtors, e.g., ranitidine and transvaginal mesh products, or any claim related to the Debtors' funded unsecured debt or trade payables).

**Do not** use this form to assert an unsecured claim against the Debtors seeking damages based on actual or potential personal injury to the claimant or another (for example, deceased, incapacitated, or minor family member) related to the taking of Opioids manufactured, marketed, and/or sold by the Debtors and/or the taking of another Opioid for which You believe the Debtors are responsible for Your damages. Instead, You should file such claim on the Personal Injury Opioid Proof of Claim Form.

**Do not** use this form to assert a non-personal injury claim against any of the Debtors based on or involving the manufacturing, marketing, and/or sale of Opioids. Instead, You should file such claim on the General Opioid Proof of Claim Form.

**Do not** use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

All Proofs of Claim submitted on the Non-Opioid Proof of Claim Form and any supporting documentation submitted that are based on an alleged personal injury, including relating to the use of ranitidine and/or transvaginal mesh products produced by any of the Debtors, shall remain **highly confidential** and shall not be made available to the public. If You indicate that Your Proof of Claim is based on alleged personal injury in Part 4 of the Proof of Claim form, **all pages** of the Proof of Claim and supporting documentation shall be treated as **highly confidential** and shall not be made publicly available.

**If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products,** You will not be required to select the name of the Debtor against which the personal injury claim is filed or the case number of such Debtor's bankruptcy case as set forth on the preceding page. Further, this form should be completed to the best of Your ability with the information available to You. If You are unable to answer certain questions at this time, the absence of an answer, by itself, will not result in the denial of Your claim, though You may be asked or required to provide additional information at a later date. You may also amend or supplement Your claim after it is filed. Please note that supporting documentation is requested in certain portions of the form. Please provide the requested information to the best of Your ability. At Your discretion, You may also provide additional information to supplement Your claim in any manner available to You.

**If Your Proof of Claim is not based on alleged personal injury related to the use of ranitidine and/or transvaginal mesh products or You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products,** You must file separate Proofs of Claim forms against each Debtor and specify by name the Debtor against which the claim is filed and the case number of such Debtor's bankruptcy case. If You have claims against more than one Debtor, You must file a separate Proof of Claim form with respect to each such Debtor. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the documents are not available, explain in an attachment. You must leave out or redact information that is entitled to privacy on this form or on any attached documents.

**Fill in all of the information about Your claim as of August 16, 2022.**

**Do not** send original documents as they will not be returned, and they may be destroyed after scanning.



Part 1:	Identify the Claim					
1.	<b>Who is the current Creditor?</b>	Name of the individual or entity seeking payment for this claim.  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Other names the Creditor used with the Debtors:  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>				
2.	<b>Has this claim been acquired from someone else?</b>  <input type="checkbox"/> No. <input type="checkbox"/> Yes. From whom? <hr style="border: 0; border-top: 1px solid black; margin: 0;"/>					
3.	<b>Where should notices and payments to the Creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; background-color: #f2f2f2;">Where should notices to the Creditor be sent?</th> <th style="width: 50%; background-color: #f2f2f2;">Where should payments to the Creditor be sent? (if different)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <div>Name</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Number      Street</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>City                      State                      ZIP Code</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact phone</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact email</div> </td> <td style="padding: 5px;"> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <div>Name</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Number      Street</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>City                      State                      ZIP Code</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact phone</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact email</div> </td> </tr> </tbody> </table>	Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <div>Name</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Number      Street</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>City                      State                      ZIP Code</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact phone</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact email</div>	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <div>Name</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Number      Street</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>City                      State                      ZIP Code</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact phone</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact email</div>
Where should notices to the Creditor be sent?	Where should payments to the Creditor be sent? (if different)					
<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <div>Name</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Number      Street</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>City                      State                      ZIP Code</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact phone</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact email</div>	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <div>Name</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Number      Street</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>City                      State                      ZIP Code</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact phone</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div>Contact email</div>					
4.	<b>Does this claim amend one already filed?</b>  <input type="checkbox"/> No. <input type="checkbox"/> Yes. Claim number on court claims registry (if known) <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Filed on: <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <div style="text-align: center;">MM / DD / YYYY</div>					
5.	<b>Do You know if anyone else has filed a Proof of Claim for this claim?</b>  <input type="checkbox"/> No. <input type="checkbox"/> Yes. Who made the earlier filing? <hr style="border: 0; border-top: 1px solid black; margin: 0;"/>					
6.	<b>Are You or Your counsel interested in receiving future correspondence from (i) the Debtors regarding the Debtors' proposed sale and/or (ii) the official committee of unsecured creditors regarding Your claims and the case?</b>  <input type="checkbox"/> No. <input type="checkbox"/> Yes. My email address (or the email address of my counsel) for receiving notices is: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <i>* Please note that by checking the "yes" box, You (or Your counsel) hereby consent to receiving notifications from the Debtors and/or the official committee of unsecured creditors via email. For the avoidance of doubt, nothing herein shall require the Debtors or the official committee of unsecured creditors to provide You (or Your counsel) with notice of matters not otherwise required under applicable law or pursuant to an order of the Bankruptcy Court.</i>					

**Part 2: Attorney Information (Optional)**

7. **Are You represented by an attorney in this matter?** ☐ No.  
☐ Yes. If yes, please provide the following information:
- You do not need an attorney to file this form.
- \_\_\_\_\_  
Law Firm Name
- \_\_\_\_\_  
Attorney Name
- \_\_\_\_\_  
Address
- \_\_\_\_\_  
City State ZIP Code
- \_\_\_\_\_  
Contact phone Contact email

**Part 3: Information About the Claim as of August 16, 2022**

8. **Do You have any number You use to identify the Debtor?** ☐ No.  
☐ Yes. Last 4 digits of the Debtor's account or any number You use to identify the Debtor:
- \_\_\_\_\_
- \*\*If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products, skip Question 8 as You do not have to specify by name the Debtor against which the personal injury claim is filed or the case number of such Debtor's bankruptcy case.*
9. **How much is the claim?** \$ \_\_\_\_\_. **Does this amount include interest or other charges?**  
☐ No.  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
10. **What is the basis of the claim?** Examples: Goods sold, money loaned, lease, services performed, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
**If Your claim is based on a non-opioid related personal injury, please respond to Question 18 instead of Question 10.** \_\_\_\_\_

11.	<b>Is all or part of the claim secured?</b>	<input type="checkbox"/> No. <input type="checkbox"/> Yes. The claim is secured by a lien on property.	<p><b>Nature of property:</b></p> <input type="checkbox"/> Real estate. If the claim is secured by the Debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this Proof of Claim. <input type="checkbox"/> Motor vehicle	
			<input type="checkbox"/> Other. Describe: _____	
			<p><b>Basis for perfection:</b> _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p>	
			<p><b>Value of property:</b> \$ _____</p>	
			<p><b>Amount of the claim that is secured:</b> \$ _____</p>	
			<p><b>Amount of the claim that is unsecured:</b> \$ _____</p> <p>(The sum of the secured and unsecured amounts should match the amount stated in Question 9)</p>	
			<p><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</p>	
			<p><b>Annual Interest Rate</b> (when case was filed) _____ %</p>	
			<input type="checkbox"/> Fixed. <input type="checkbox"/> Variable.	
12.	<b>Is this claim based on a lease?</b>	<input type="checkbox"/> No. <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition</b> \$ _____		
13.	<b>Is this claim subject to a right of setoff?</b>	<input type="checkbox"/> No. <input type="checkbox"/> Yes. Identify the property: _____		
14.	<b>Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>  A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority	<input type="checkbox"/> No. <input type="checkbox"/> Yes. <i>Check one:</i>		<b>Amount entitled to priority</b>
		<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		\$ _____
		<input type="checkbox"/> Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).		\$ _____
		<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the Debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).		\$ _____
		<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).		\$ _____
		<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).		\$ _____
		<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.		\$ _____
15.	<b>Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</b>	<input type="checkbox"/> No. <input type="checkbox"/> Yes. <b>Indicate the amount of Your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</b>		\$ _____

#### **Part 4: Information About Non-Opioid Related Personal Injury Claim as August 16, 2022**

- [illegible]

19. **Have You ever filed a lawsuit against the Debtor at any time?** ☐ No.
- ☐ Yes. If yes, please provide the following information and attach supporting documentation:
- Case Caption: \_\_\_\_\_
- Court and Case/Docket Number: \_\_\_\_\_
- Attorney Information:
- \_\_\_\_\_
- Law Firm Name
- \_\_\_\_\_
- Attorney Name
- \_\_\_\_\_
- Address
- \_\_\_\_\_
- City State ZIP Code
- Contact phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Part 5: Sign Below**

**The person completing this Proof of Claim must sign and date it. FRBP 9011(b).**

If You file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both.**

**18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

- ☐ I am the Creditor.
- ☐ I am the Creditor's attorney or authorized agent.
- ☐ I am the trustee, or the Debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the Creditor gave the Debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_  
MM/DD/YYYY

\_\_\_\_\_  
Signature

**Print the name of the person who is completing and signing this claim:**

Name \_\_\_\_\_  
First Name Middle Name Last Name

Title \_\_\_\_\_

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City State Zip Code

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

## Instructions for Non-Opioid Proof of Claim Form

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if You are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to five years, or both. See 18 U.S.C. §§ 152, 157 and 3571.

### ADDITIONAL INFORMATION

- **Fill in all the information about Your claim as of August 16, 2022.**
- **Attach any available supporting documents to this form.**  
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* below.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **If You indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products,** You do not need to check the box for the Debtor against whom You are filing a claim.
- **If Your Proof of Claim is not based on alleged personal injury related to the use of ranitidine and/or transvaginal mesh products or You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of ranitidine and/or transvaginal mesh products,** You must check the box for the Debtor against whom You are filing a claim. If You have claims against more than one Debtor, You must file a separate Proof of Claim with respect to each such Debtor.
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to You before the initial claim was filed.
- **Do not attach original documents because they will not be returned and may be destroyed after scanning.**
- **A Non-Opioid Proof of Claim Form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State).* See Bankruptcy Rule 9037.
- **The questions herein do not seek the discovery of information protected by the attorney-client privilege.**
- **Each question in this Proof of Claim form should be construed independently, unless otherwise noted.** No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.

- The words “and” and “or” should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.
- **After reviewing this form and any supporting documentation submitted with this form, additional information and documentation may be requested.**

### PRIVACY INFORMATION

This information is not intended to supersede the Debtors’ privacy notices and may be considered an addendum to these. Any rights You may have under the Debtors’ privacy notices remain the same. Should You have any questions or concerns regarding this information or any rights You may have in relation to any personal data, please refer to the Debtors’ privacy notices (see “Further Information” below for links). Kroll is engaged by the Debtors for the purpose of facilitating their chapter 11 cases under the U.S. Bankruptcy Code and is subject to the terms of a data processing agreement compliant with applicable data protection laws. Kroll shall only process any personal information You may submit in accordance with such agreement and any order of the U.S. Bankruptcy Court and as necessary for such purpose.

If You decide to voluntarily submit a Proof of Claim, You voluntarily submit any personal information included therein, including, but not limited to, Your name, phone number, email address, mailing address, date of birth, gender, last 4 digits of Your social security number, and any other personal information You voluntarily provide on the Proof of Claim form and attached documentation. The processing of any such personal information will be undertaken on the basis of Your consent where required by applicable law. Where Your consent is not required by law, any personal information will be processed on the basis of the Debtors’ legitimate interests in relation to the processing of Your claim, to the extent required by, and in accordance with, applicable data protection laws.

### Confidentiality of Any Personal Information You Provide Generally

All Non-Opioid Proof of Claim Forms claiming personal injury related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products) and any supporting documentation submitted with the form shall remain *highly confidential* and shall not be made publicly available on the Debtors’ case website nor included in the publicly available claims register, meaning that none of Your personal information will be made publicly available. For the avoidance of doubt, *all pages* of such personal injury related Proof of Claim and supporting documentation shall be treated as *highly confidential* and shall not be made publicly available. However, Your Non-Opioid Proof of Claim Form and supporting documentation, including Your personal information disclosed therein, may be made available to the following parties (subject to compliance with applicable Bankruptcy Court orders): (i) the Debtors, (ii) the Debtors’ advisors, including their counsel and financial advisors, (iii) Kroll and other parties assisting the Debtors with claims administration, (iv) the Debtors’ insurers and

insurance brokers, (v) the Bankruptcy Court, (vi) the U.S. Trustee, (vii) the advisors for the Ad Hoc First Lien Group, (viii) the advisors for the official committee of unsecured creditors, (ix) the advisors for the official committee of opioid claimants, (x) the future claimants' representative and his advisors and (xi) such other persons as the Bankruptcy Court determines are required to have the information in order to evaluate your personal injury claim (the parties listed in subclauses (i)-(xi) collectively, the "Authorized Parties"). By submitting this Proof of Claim, You consent to such limited disclosure to the Authorized Parties as set forth herein for the purpose of analyzing your claim or any ancillary purposes.

*If Your Proof of Claim is not based on alleged personal injury related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products) or You do not indicate in Part 4, Question 16 of the Proof of Claim form that Your claim is related to the use of any non-opioid products manufactured, marketed, and/or sold by the Debtors (e.g., ranitidine and transvaginal mesh products),* the Proof of Claim and attachments will be public documents that will be available for anyone to view on the Debtors' case website hosted by Kroll pursuant to applicable law and/or court order. Some or all of the personal information you provide may be publicly available. Please review Your Proof of Claim and supporting documents and redact accordingly prior to submitting them.

#### **Your Personal Information Will Be Transmitted to the U.S.**

If You are based outside of the U.S., then by submitting Your Proof of Claim form, You will transfer any personal information You submit from Your state, province, country, or other governmental jurisdiction to the U.S. where privacy laws may not be as protective as those in Your jurisdiction.

#### **How is Your Information Secured?**

The Debtors employ appropriate technical and organizational measures designed to protect the security of the information You provide on the Proof of Claim form. These measures are kept under review to ensure the ongoing integrity and confidentiality of personal information.

#### **How Long Is Your Information Retained?**

The information (including any personal information) You provide on this Proof of Claim form will be retained by or on behalf of the Debtors and Kroll or the Authorized Parties, as applicable, for as long as necessary for the purposes described above, as needed to resolve disputes or protect legal rights as they relate to such claim, or as otherwise required or permitted by applicable law.

#### **What Are Your Rights?**

To the extent applicable under the privacy laws of Your jurisdiction, You may have specific rights in relation to any personal information You provide on this form. Please note that any exercise of these rights is subject to certain exceptions and certain applicable laws, or court orders that may prohibit the amendment or erasure of such information once it is submitted, including information displayed and/or accessible on the case website, <https://restructuring.ra.kroll.com/endo/>. For further information on any rights You may have, or if You have any questions or concerns regarding the use of any personal information You provide on this form or would like to submit a complaint, please

see the Debtors' privacy notices (see "Further Information" below for links).

#### **Further Information**

For more information on how any personal information You submit will be handled by Kroll and the Debtor, please see (i) Kroll Privacy Notice (<https://restructuring.ra.kroll.com/endo/Home-PrivacyNotice>); (ii) Debtor Privacy Notices: Enterprise Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/privacy>); and (iii) EU Privacy Notice (<https://endo-pci.cloud.prod.iapps.com/privacy-legal/eu-privacy>).

#### **CONFIRMATION THAT THE CLAIM HAS BEEN FILED**

To receive confirmation that the claim has been filed, enclose a stamped, self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.ra.kroll.com/Endo/Home-ClaimInfo>.

#### **UNDERSTANDING THE TERMS USED IN THIS FORM**

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

**Claim:** A Creditor's right to receive payment for a debt that the Debtor owed on the date the Debtor filed for bankruptcy. 11 U.S.C. §101(5). A claim may be secured or unsecured.

**Claim Pursuant to 11 U.S.C. § 503(b)(9):** A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

**Creditor:** A person, corporation, or other entity to whom a Debtor owes a debt that was incurred on or before the date the Debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown on the first page of this Proof of Claim form. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information entitled to privacy:** A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth.

**Opioids:** FDA- or Health Canada-approved pain-reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient's brain or body to produce an analgesic effect. The term "Opioid(s)" does not include:

(i) medications and other substances to treat opioid or other substance use disorders, abuse, addiction or overdose; (ii) raw materials and/or immediate precursors used in the manufacture or study of opioids or opioid products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; or (iii) opioids listed by the DEA as Schedule IV drugs pursuant to the federal Controlled Substances Act.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of Claim:** A form that shows the amount of debt the Debtor is alleged to have owed to a Creditor on the date of the bankruptcy filing.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents. Filers will not be prejudiced or harmed in any way by redacting or leaving out information entitled to privacy on the Proof of Claim form.

**Secured claim under 11 U.S.C. § 506(a):** A claim backed by a lien on particular property of the Debtor. A claim is secured to the extent that a Creditor has the right to be paid from the property before other Creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the Creditor has a lien. Any amount owed to a Creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a Creditor pays itself with money belonging to the Debtor that it is holding, or by canceling a debt it owes to the Debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a Creditor has a lien.

#### **OFFERS TO PURCHASE A CLAIM**

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact Creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the Debtors. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the Debtors. A Creditor has no obligation to sell its claim. However, if a Creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code

(11 U.S.C. § 101 *et seq.*) that apply, and any orders of the bankruptcy court that apply.

#### **PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:**

##### **If by first class mail:**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

##### **If by hand delivery, or overnight courier:**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

**You may also file Your claim electronically at**

<https://restructuring.ra.kroll.com/Endo/EPOC-Index>.

<b>Do not file these instructions with Your form</b>
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**Exhibit 3**

**WSJ Notice**

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)

**NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM**

**GENERAL BAR DATE IS JULY 7, 2023 AT 5:00 P.M. (EASTERN TIME)**

**GOVERNMENTAL BAR DATE IS MAY 31, 2023 AT 5:00 P.M. (EASTERN TIME)**

TO: ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE ABOVE-CAPTIONED DEBTORS:

1. On \_\_\_\_\_, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order [Docket No. \_\_\_\_] (the “Bar Date Order”)<sup>2</sup> establishing, among other things, certain deadlines for the filing of proofs of claim (each, a “Proof of Claim”) in the cases of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. By the Bar Date Order, the Court established **July 7, 2023, at 5:00 p.m., prevailing Eastern Time** (the “General Bar Date”) as the general deadline for all persons and entities other than Governmental Units (as defined below) to file Proofs of Claim in the Debtors’ chapter 11 cases for all Claims against the Debtors that arose or are deemed to have arisen prior to the date on which the Debtors commenced their chapter 11 cases, August 16, 2022 (the “Petition Date”), including, but not limited to, secured claims, priority claims, personal injury claims, and claims arising under section 503(b)(9) of the Bankruptcy Code,<sup>3</sup> except as otherwise provided in the Bar Date Order and as described in the section titled “Proofs of Claim not Required to be Filed by the General Bar Date” below.

3. By the Bar Date Order, the Court also established **May 31, 2023, at 5:00 p.m., prevailing Eastern Time** (the “Governmental Bar Date”) as the general deadline for certain Governmental Units to file Proofs of Claim in the Debtors’ chapter 11 cases for all Claims against the Debtors that arose or are deemed to have arisen prior to

<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 have the meanings ascribed to them in the Bar Date Order.

<sup>3</sup> A claim arising under section 503(b)(9) of the Bankruptcy Code is a claim arising from the value of any goods received by the Debtors within 20 days before the Petition Date; *provided* that the goods were sold to the Debtors in the ordinary course of business.

the Petition Date, except as otherwise provided in the Bar Date Order. As described below, the Bar Date Order also establishes different bar dates for certain categories of Claims, including for Claims based on or involving the manufacturing, marketing, and/or sale of opioids asserted by: (i) all municipalities and other local governmental subdivisions (collectively, the “Local Governments”), (ii) all Federally Recognized Native American Tribes (collectively, the “Tribes”), (iii) all fifty states of the United States of America and the District of Columbia (collectively, the “States”) and (iv) any of the following territories of the United States of America: American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands (collectively, the “Territories”).

4. If not already mailed to you, please contact the Debtors’ claims and noticing agent, Kroll Restructuring Administration LLC (the “Claims and Noticing Agent”) at the contact information below for the appropriate proof of claim form(s) for your Claim(s). Please note that there are different proof of claim forms for: (a) personal injury opioid claimants (the “Personal Injury Opioid Proof of Claim Form”), (b) all other opioid claimants (i.e., non-personal injury), including any person, Governmental Units, Tribes and other entities (the “General Opioid Proof of Claim Form”), and (c) all other potential claimants (the “Non-Opioid Proof of Claim Form,” and together with the Personal Injury Opioid Proof of Claim Form and the General Opioid Proof of Claim Form, the “Proof of Claim Forms”) but not all potential claimants will receive all of the Proof of Claim Forms. The Proof of Claim Form(s) or a document accompanying the Proof of Claim Form(s) will state, along with your name, whether your Claim is listed in the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in the Debtors’ chapter 11 cases (as may be amended) (collectively, the “Schedules” and “Statements”) and, if so, whether your Claim is listed as: (y) disputed, contingent, or unliquidated; and (z) secured, unsecured, or priority. If applicable, the dollar amount of the Claim as listed in the Schedules also will be identified on the Proof of Claim Form. In the event of any conflict between the Claim information included in the Proof of Claim Form and the information provided in the Schedules, the Schedules shall control. If the Debtors believe that you may hold different classifications of Claims against the Debtors, you will receive multiple Proof of Claim Forms, each of which will reflect the nature, amount, and classification of your Claim against the Debtors, as listed in the Schedules. If you receive(d) multiple Proof of Claim Forms, then please review the instructions carefully to determine which Proof of Claim Form(s) to use to file your claim(s). If you believe that the Claims and Noticing Agent did not mail the applicable Proof of Claim Form, you may access and submit your claim electronically through the website of the Claims and Noticing Agent or request an additional Proof of Claim Form(s) from the Claims and Noticing Agent. The Claims and Noticing Agent will also have representatives available to provide you with additional information regarding the chapter 11 cases and the filing of a Proof of Claim.

5. **This Notice is being sent to many persons and entities that have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors. The fact that you have received this Notice does not mean that you have a Claim or that the Debtors or the Court believe that you have a Claim against the Debtors.**

6. **General Information about the Debtors’ Chapter 11 Cases.** The Debtors’ cases are being jointly administered under case number 22-22549 (JLG). On September 2, 2022, the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an Official Committee of Unsecured Creditors (the “UCC”) and an Official Committee of Opioid Claimants (the “OCC”) in the chapter 11 cases. No trustee or examiner has been appointed in the chapter 11 cases.

7. **Individual Debtor Information.** The name of each individual debtor and the last four digits of each Debtor’s federal tax identification number are available at the website of the Claims and Noticing Agent at <https://restructuring.ra.kroll.com/Endo> (the “Case Website”).

**8. A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.**

**A. Who Must File a Proof of Claim and the Applicable Bar Dates**

9. The Bar Date Order establishes the following deadlines for filing Proofs of Claim in the Debtors' chapter 11 cases (collectively, the "Bar Dates"):

(a) **The General Bar Date.** Pursuant to the Bar Date Order, except as described below, all persons or entities holding Claims against a Debtor that arose, or are deemed to have arisen, before the Petition Date are required to file a Proof of Claim so that it is received by the Claims and Noticing Agent on or before the General Bar Date.

(b) **The Governmental Bar Date.** Pursuant to the Bar Date Order, except as described below, all Governmental Units holding Claims against a Debtor that arose, or are deemed to have arisen, before the Petition Date are required to file a Proof of Claim so that it is received by the Claims and Noticing Agent on or before the Governmental Bar Date.

(c) **The State/Local Governmental Opioid Bar Date.** (i) All Local Governments, (ii) all Tribes, (iii) all States and (iv) any Territories that wish to assert a Claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of opioids that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent by the earlier of (1) 10:00 a.m. (Prevailing Eastern Time) on the date set for the (first) disclosure statement hearing for any chapter 11 plan in these Chapter 11 Cases and (2) 5:00 p.m. (Prevailing Eastern Time) on the date that is 35 days after the date on which the Debtors file on the docket and serve a supplemental notice setting a deadline for such Local Governments, Tribes, States and/or Territories to file Proofs of Claim (such deadline, as applicable, the "State/Local Governmental Opioid Bar Date" and such notice, a "Supplemental Notice of State/Local Governmental Opioid Bar Date"). The Supplemental Notice(s) of State/Local Governmental Opioid Bar Date shall either be filed with the Debtors' proposed disclosure statement or on its own, but in no event shall any State/Local Governmental Opioid Bar Date be set for a date that is earlier than June 14, 2023. Notwithstanding anything contained herein, any States and/or Territories that do not elect to participate in the public opioid settlement contemplated by the stalking horse bid by the expiration of the public opioid trust opt-in period and wish to assert a Claim against the Debtors based on or involving the manufacturing, marketing, and/or sale of opioids that arose or is deemed to have arisen prior to the Petition Date must file a Proof of Claim in accordance with the procedures described herein so that such Proof of Claim is actually received by the Claims and Noticing Agent by 5:00 p.m. (Prevailing Eastern Time) on the date that is 30 days after the General Bar Date; *provided* that in no event shall such date be later than September 15, 2023.

(d) **The Rejection Bar Date.** Any person or entity asserting Claims arising from or relating to the Debtors' rejection of an executory contract or unexpired lease pursuant to an order of the Court that is entered prior to confirmation of a chapter 11 plan is required to file a proof of claim, as provided herein, so that it is received by the Claims and Noticing Agent on or before the later of: (i) the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable; and (ii) 5:00 p.m., prevailing Eastern Time, on the date that is 30 days after the effective date of rejection of such executory contract or unexpired lease (the "Rejection Bar Date").

(e) **The Amended Schedule Bar Date.** If, after the date of this Notice, the Debtors amend or modify the Schedules to reduce the undisputed, noncontingent, and liquidated amount or to change the nature or classification of any Claim against the Debtors, the negatively impacted claimant may file a timely proof of claim

or amend any previously filed proof of claim in respect of the amended scheduled Claim on or before the later of (i) the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable; and (ii) 30 days after the date that notice of the applicable amendment to the Schedules is served on the affected claimant (the “Amended Schedule Bar Date”). By contrast, if (i) the amendment to the Schedules improves the amount or treatment of a previously scheduled or filed Claim and (ii) the affected claimant previously was served with a notice of the Bar Dates, the affected claimant will be subject to the General Bar Date, the Governmental Bar Date, or the State/Local Governmental Opioid Bar Date, as applicable. If the Debtors amend or modify their Schedules with respect to any Claim that the Debtors state has been satisfied, such paid creditor shall not be required to file a Proof of Claim with respect to the satisfied Claim unless the creditor disputes that such Claim has been satisfied. Notwithstanding the foregoing, nothing contained herein precludes the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

Subject to the terms described above for holders of claims subject to the Rejection Bar Date and the Amended Schedule Bar Date, and unless they hold a type of claim described in the below section, “Proofs of Claim Not Required to Be Filed By the General Bar Date,” or unless the Court orders otherwise, the following persons and entities must file Proofs of Claim in the chapter 11 cases on or before the applicable Bar Date:

(a) any person or entity (i) whose Claim against a Debtor is not listed in the Debtors’ Schedules or is listed as disputed, contingent, or unliquidated and (ii) that desires to participate in the Debtors’ chapter 11 cases or share in any distribution in these chapter 11 cases;

(b) any person or entity that (i) believes that its Claim is improperly classified in the Schedules or is listed in an incorrect amount and (ii) desires to have its Claim allowed in a classification or amount different from the classification or amount identified in the Schedules;

(c) any person or entity that believes that its Claim as listed in the Schedules is not an obligation of the specific Debtor against which such Claim is listed and that desires to have its Claim allowed against a Debtor other than the Debtor identified in the Schedules; and

(d) any person or entity holding a Claim that is allowable under section 503(b)(9) of the Bankruptcy Code as an administrative expense in these chapter 11 cases.

If it is unclear from the Schedules whether your prepetition Claim is disputed, contingent, or unliquidated as to amount or is otherwise properly listed and classified, you must file a Proof of Claim on or before the applicable Bar Date or your rights and claims may be waived. Any party that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein. In addition, failure to file a Proof of Claim may prevent you from sharing in distributions from the Debtors’ bankruptcy estates if you have a Claim that arose prior to Petition Date, and is not one of the types of claims described in the below section, “Proofs of Claim Not Required to Be Filed By the General Bar Date.”

## **B. Which Proof of Claim Form to File**

10. If a Proof of Claim Form(s) was mailed to you, please review the instructions to such form(s) to determine which Proof of Claim Form(s) you should file. You should file the appropriate Court-approved Proof of Claim Form(s) that accompanies the Bar Date Notice that was mailed to you. Please contact the Claims and Noticing Agent if a Proof of Claim Form was not mailed to you. If you believe that you did not receive the applicable Proof of Claim Form(s), you may access and submit your claim electronically through the Case Website or contact the Claims and Noticing Agent to request an additional Proof of Claim Form(s).

Personal Injury Opioid Proof of Claim Form: If you have a Claim against the Debtors based on your own personal injury or another person's personal injury related to the taking of an opioid product manufactured, marketed, and/or sold by the Debtors, you should file the Personal Injury Opioid Proof of Claim Form or a substantially similar form. For example, individuals seeking damages for death, addiction or dependence, lost wages, loss of consortium, or Neonatal Abstinence Syndrome ("NAS"), regardless of the legal cause of action, should file the Personal Injury Opioid Proof of Claim Form.

General Opioid Proof of Claim Form: If you are a Governmental Unit, Tribe, person, or entity and you have a Claim against the Debtors based on the Debtors' marketing, and/or sale of opioids, excluding claims for personal injury, you should file the General Opioid Proof of Claim Form or a substantially similar form. For example, Governmental Units, hospitals, insurers, third-party payors, patients, or insureds seeking damages for an injury other than a personal injury, such as a financial or economic injury, should file the General Opioid Proof of Claim Form.

Non-Opioid Proof of Claim Form: If you are a person or entity and you have a Claim against the Debtors based on non-opioid related injuries or harm, including any alleged personal injuries arising from any non-opioid product manufactured, marketed, and/or sold by the Debtors, you should file the Non-Opioid Proof of Claim Form or a substantially similar form. For example, trade creditors seeking outstanding payments or Governmental Units asserting tax claims should file the Non-Opioid Proof of Claim Form.

Please refer to the full version of this notice on the Case Website or contact the Claims and Noticing Agent for further instructions regarding the Non-Opioid Proof of Claim Form and other Proof of Claim Forms.

11. **Confidentiality of Forms:** All Proofs of Claim submitted by personal injury claimants on Personal Injury Opioid Proof of Claim Forms, on Non-Opioid Proof of Claim Forms that are indicated as personal injury claims by marking the appropriate selection included in the Non-Opioid Proof of Claim Form, or on a non-case specific proof of claim form submitted prior to the entry of the Bar Date Order, and any supporting documentation submitted with such forms, shall be held and treated as **highly confidential** by, and shall only be made available to: (i) the Debtors, (ii) the Debtors' advisors, including their counsel and financial advisor, (iii) the Claims and Noticing Agent and other parties assisting the Debtors with claims administration, (iv) the Debtors' insurers and insurance brokers, (v) upon request, and on a professional eyes only basis, to (1) the Ad Hoc First Lien Group, (2) the UCC, (3) the OCC, and (4) the Future Claimants' Representative and his advisors and (vi) such other persons as the Court determines are required to have the information in order to evaluate any personal injury Claims (the parties listed in subclauses (i)-(vi) collectively, the "Authorized Parties") subject to each Authorized Party agreeing to be bound by the Protective Order (as defined below) (or if the transmission of such highly confidential information to such Authorized Party is otherwise permitted under the Protective Order) and applicable data privacy laws, and shall not be made available to the public (collectively, the rules governing confidentiality, the "Confidentiality Protocol").

For the avoidance of doubt, only the Claim number, Claim amount, and the total number of personal injury Claims, including any subcategories thereof (such as Claims relating to opioids (including for the avoidance of doubt claims on behalf of minors with Neonatal Abstinence Syndrome), transvaginal mesh and ranitidine), will be made publicly available on the Case Website and included in the publicly available claims register. Subject to the preceding paragraph, copies of Proofs of Claim submitted by personal injury claimants and supporting documentation shall be treated as Professional Eyes Only/Highly Confidential Information as set forth in the Stipulation and Protective Order entered by the Court on November 9, 2022 [Docket No. 623] (the "Protective Order"), and, as applicable, as Information Protected Pursuant to the Health Insurance Portability and Accountability Act of 1996, and made available only to the Court and the Authorized Parties.

**C. Applicable to All Proof of Claim Forms:** The Debtors have made available the appropriate Proof of Claim Form for use in these cases. If your Claim(s) is scheduled by the Debtors, you should receive a form(s) that also sets forth the amount of your Claim(s) as scheduled by the Debtors, the specific Debtor against which the Claim(s) is scheduled, and whether the Claim(s) is scheduled as disputed, contingent, or unliquidated. You have or will receive a different Proof of Claim Form for each Claim scheduled in your name by the Debtors. Please contact the Claims and Noticing Agent if a Proof of Claim Form was not mailed to you. Additional Proof of Claim Forms may be obtained at the website established by the Claims and Noticing Agent, located at <https://restructuring.ra.kroll.com/endo>.

12. To be valid, a Proof of Claim Form must be signed by the claimant or individual authorized to act on behalf of the claimant. If the claimant is not an individual, an authorized agent or representative of the claimant must sign the Proof of Claim Form. In addition, if a Proof of Claim is being submitted on behalf of a minor, including a minor diagnosed with Neonatal Abstinence Syndrome, then a parent, foster parent, or legal guardian may sign the Proof of Claim Form. The Claim must be written in English and the value of the Claim must be denominated in United States currency.

13. You may attach to your completed Proof of Claim any documents on which the Claim is based (if voluminous, a summary may be attached) if you would like, but you are not required to do so, and failure to attach any such documents will not affect your ability to submit a Proof of Claim form or result in the denial of your Claim. You may be required, in the future, to provide supporting documents for your Claim. You may also amend or supplement your Proof of Claim after it is filed, including, for the avoidance of doubt, after the applicable Bar Date, but not, without permission from the Court, to assert a new or additional Claim. **Do not send original documents with your Proof of Claim, as they will not be returned to you and may be destroyed after they are processed and reviewed.**

14. Your Proof of Claim Form must **not** contain complete social security numbers or taxpayer identification numbers (only the last four digits), a complete birth date (only the year), the name of a minor (only the minor's initials), or a financial account number (only the last four digits of such financial account).

15. Other than Proof of Claim Forms that are submitted by personal injury claimants (i) on Personal Injury Opioid Proof of Claim Forms, (ii) on Non-Opioid Proof of Claim Forms that are indicated as personal injury claims by marking the appropriate selection included in the Non-Opioid Proof of Claim Form, or (iii) prior to the entry of the Bar Date Order, all Proof of Claim Forms will be made publicly available on the Case Website in their entirety. For the avoidance of doubt, General Opioid Proof of Claim Forms and Non-Opioid Proof of Claim Forms (not submitted by a personal injury claimant) will be made publicly available on the Case Website in their entirety.

**D. Proofs of Claim Not Required to Be Filed by the General Bar Date.** The following parties in interest shall not be required to file a Proof of Claim in these Chapter 11 Cases on or before the applicable Bar Date, solely with respect to the following categories of Claims or interests:

(a) claims represented by the Future Claimants' Representative;<sup>4</sup>

(b) equity securities (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants or stock options) or other ownership interests in the Debtors (the holder of such interest, an "Interest Holder"); *provided, however*, that an Interest Holder that wishes to assert

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<sup>4</sup> The Debtors reserve the right to seek relief at a later date establishing a deadline for Future Claimants to file proofs of claim. The Future Claimants' Representative reserves all rights with respect thereto.

Claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a Claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date;<sup>5</sup>

(c) Claims against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Court or the Claims and Noticing Agent in a form substantially similar to Official Bankruptcy Form No. 410;

(d) Claims against the Debtors (i) that are not listed as disputed, contingent, or unliquidated in the Schedules and (ii) where the holder of such Claim agrees with the nature, classification, and amount of its Claim as identified in the Schedules;

(e) Claims against the Debtors that have previously been allowed by, or paid pursuant to, an order of the Court;<sup>6</sup>

(f) Claims allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense of these chapter 11 cases (other than any Claim allowable under section 503(b)(9) of the Bankruptcy Code);

(g) administrative expense Claims for postpetition fees and expenses incurred by any professional allowable under sections 328, 330, 331, and 503(b) of the Bankruptcy Code or 28 U.S.C. § 156(c);

(h) Claims for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;

(i) Claims asserted by any party that is exempt from filing a Proof of Claim pursuant to an order entered by the Court (including the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No 535]);

(j) Claims by any current officers and directors of the Debtors for indemnification, contribution, or reimbursement arising as a result of such officers' or directors' prepetition or postpetition services to the Debtors;

(k) Claims that are payable to the Court or to the United States Trustee Program pursuant to 28 U.S.C. § 1930;

(l) Claims of any Debtor against another Debtor or any Claims of a direct or indirect non-Debtor subsidiary or affiliate of Endo International plc against a Debtor;

(m) Claims asserted by a current or former employee of the Debtors, if an order of the Court authorized the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit, including pursuant to the final wages order [Docket No. 695]; *provided* that a current or former employee must submit a Proof of Claim by the General Bar Date for all other Claims arising on or before the Petition Date, including

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<sup>5</sup> The Debtors reserve the right to seek relief at a later date establishing a deadline for Interest Holders to file proofs of interest.

<sup>6</sup> To the extent that any amounts paid by the Debtors to a creditor are subject to disgorgement pursuant to a postpetition trade agreement or otherwise, that creditor shall have until the later of (i) the General Bar Date and (ii) 30 days from the date of any disgorgement to file a Proof of Claim for the disgorged amount.



Claims for benefits not provided for pursuant to an order of the Court, wrongful termination, discrimination, harassment, hostile work environment, or retaliation; and

(n) any Claims limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, notes, bonds, debentures, or other debt securities or instruments issued or entered into by any of the Debtors (a “Debt Claim”) pursuant to an indenture, note, credit agreement or similar form of documentation, as applicable (together, the “Debt Instruments”); *provided* that the relevant indenture trustee, administrative agent, registrar, paying agent, loan or collateral agent, or any other entity serving in a similar capacity however designated (each, a “Debt Agent”) under the applicable Debt Instrument shall file a single master Proof of Claim, on or before the applicable Bar Date, against each Debtor obligated under the applicable Debt Instrument on account of all Debt Claims, which shall be filed and docketed against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), without the need for further designation by such Debt Agent, and shall be deemed filed as against each such Debtor identified therein; *provided, however*, that any holder of a Debt Claim wishing to assert a Claim arising out of or relating to a Debt Instrument, other than a Debt Claim, must file a Proof of Claim with respect to such Claim on or before the applicable Bar Date, unless another exception identified herein applies; *provided, further*, that in lieu of attaching voluminous documentation, including documentation for compliance with Bankruptcy Rule 3001(d), the Debt Agent under the Debt Instrument may include a summary of the operative documents with respect to the Debt Claims.

**E. No Requirement to File Certain Administrative Expense Claims.** All administrative claims under section 503(b) of the Bankruptcy Code, other than Claims under section 503(b)(9) of the Bankruptcy Code, must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and shall not be deemed proper if made by Proof of Claim. Notwithstanding the foregoing, the filing of a Proof of Claim Form as provided herein shall be deemed to satisfy the procedural requirements for the assertion of any administrative priority claim under section 503(b)(9) of the Bankruptcy Code.

**F. Consequences of Failure to File a Proof of Claim by the Applicable Bar Date**

16. **UNLESS THE COURT ORDERS OTHERWISE, PURSUANT TO SECTIONS 105(A) AND 502(B)(9) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3003(C)(2), ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES PURSUANT TO THE BANKRUPTCY CODE, THE BANKRUPTCY RULES, THE LOCAL RULES, OR THE BAR DATE ORDER WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO BY THE APPLICABLE BAR DATE, SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM: (A) ASSERTING ANY SUCH CLAIM AGAINST THE DEBTORS OR THEIR ESTATES OR PROPERTY (AND THE DEBTORS AND THEIR PROPERTIES AND ESTATES SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM) THAT (I) IS IN AN AMOUNT THAT EXCEEDS THE AMOUNT, IF ANY, THAT IS IDENTIFIED IN THE SCHEDULES ON BEHALF OF SUCH PERSON OR ENTITY AS UNDISPUTED, NONCONTINGENT, AND LIQUIDATED OR (II) IS OF A DIFFERENT NATURE OR CLASSIFICATION THAN ANY SUCH CLAIM IDENTIFIED IN THE SCHEDULES ON BEHALF OF SUCH PERSON OR ENTITY (ANY SUCH CLAIM UNDER THIS SUBSECTION (A), AN “UNSCHEDULED CLAIM”); OR (B) VOTING ON, OR RECEIVING DISTRIBUTIONS UNDER, ANY CHAPTER 11 PLAN IN THESE CHAPTER 11 CASES IN RESPECT OF AN UNSCHEDULED CLAIM.**

**G. Procedures for Filing Proofs of Claim.** Proofs of Claim must be filed either (i) electronically through the Claims and Noticing Agent’s website (the “Case Website”) using the interface available on such

website located at <https://restructuring.ra.kroll.com/endo> under the link entitled “Submit a Claim” (the “Electronic Filing System”) or (ii) by delivering the original Proof of Claim Form by hand or mailing the original Proof of Claim Form so that it is actually received by the Claims and Noticing Agent or the Clerk of the Bankruptcy Court on or before the applicable Bar Date. Original Proof of Claim Forms should be sent to:

**If by first class mail:**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850 New York, NY  
10163-4850

OR

United States Bankruptcy Court  
Southern District of New York  
One Bowling Green, Room 614  
New York, NY 10004-1408

**If by hand delivery, or overnight courier:**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

A Proof of Claim shall be deemed timely filed only if it is actually received by the Claims and Noticing Agent or the Clerk of the Bankruptcy Court (i) at the applicable address listed above in subparagraph (e) or (ii) electronically through the Electronic Filing System on or before the applicable Bar Date. **Other procedures applicable to the filing of Proofs of Claim are set forth in the Bar Date Order. Holders of Claims should refer to the Bar Date Order or the Bar Date Notice mailed to you for these specific procedures.**

**H. Additional Proof of Claim Forms.** Forms may be obtained at the Case Website, located at <https://restructuring.ra.kroll.com/endo>.

**I. Reservation of Rights.** The Debtors retain the right to (a) dispute, or assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, priority, liability, classification, or otherwise; (b) subsequently designate any Claim as disputed, contingent, or unliquidated; and (c) otherwise amend, modify, or supplement the Schedules. Nothing contained in this Notice or the Bar Date Order shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

**II. Additional Information.** The Sale Notice, any Sale Hearing, and the Bar Date Notice are subject to the fuller terms and conditions of the Sale Motion, the Bidding Procedures Order, the Bidding Procedures, and the Bar Date Order each of which shall control, as applicable, in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety. Copies of the Sale Motion, the Bidding Procedures Order, the Bidding Procedures, the Sale Notice, the Bar Date Order, the Bar Date Notice, any Proof of Claim Form(s), and the Debtors’ schedules may be obtained free of charge by contacting the Claims and Noticing Agent, in writing, at Endo International plc Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, or online at <https://restructuring.ra.kroll.com/endo>. If you have questions concerning the filing or processing of claims, you may contact the Claims and Noticing Agent at (877) 542-1878 (toll free), (929) 284-1688 (local/international), or [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com).

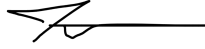
**PLEASE NOTE THAT THE CLAIMS AND NOTICING AGENT CANNOT PROVIDE LEGAL ADVICE, NOR CAN IT ADVISE YOU AS TO WHETHER YOU SHOULD FILE A PROOF OF CLAIM. A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

		Applicant
<div>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)  Proceeding commenced at Toronto</div>		
<div>FOURTH SUPPLEMENTAL ORDER</div>		
<div>GOODMANS LLP Barristers &amp; Solicitors 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7</div>		
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<div>Erik Axell LSO#: 853450 eaxell@goodmans.ca</div>		
<div>Tel: 416.979.2211 Fax: 416.979.1234  Lawyers for the Applicant</div>		

**THIS IS EXHIBIT “F”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

Court File No. \_\_\_\_\_

**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 DANIEL VAS  
(Sworn August 17, 2022)**

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Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
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Applicant

**AFFIDAVIT OF DANIEL VAS  
(Sworn August 17, 2022)**

I, Daniel Vas, of the City of Pincourt, in the Province of Quebec, MAKE OATH  
AND SAY:

1. I am a director of Paladin Labs Inc. ("**Paladin**") and Paladin Labs Canadian Holding Inc. ("**Holdings**" and, together with Paladin, the "**Canadian Debtors**"). I am also the Executive Director of Finance of Paladin and have served in that position since 2020. I have been employed by Paladin since 2008 and have served in a number of finance roles prior to becoming Executive Director of Finance. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources I have stated the source of that information and believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. This affidavit is sworn in support of an application made by Paladin, in its capacity as the proposed foreign representative, for the following relief pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**"):

- (a) an order (the "**Interim Order**"), among other things, granting a stay of proceedings (the "**Interim Stay**") in respect of the Canadian Debtors and certain affiliates that are named as defendants in litigation proceedings in Canada (the "**Canadian Litigation Defendants**") pending the determination of the relief set out below;
- (b) an order (the "**Initial Recognition Order**"), among other things:
  - (i) recognizing Paladin as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the cases (the "**Chapter 11 Cases**") commenced by Endo International plc and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**") 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 "**Bankruptcy Code**"); and
  - (ii) recognizing the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors; and
- (c) an order (the "**Supplemental Order**"), among other things:
  - (i) recognizing certain First Day Orders (as defined below) issued by the Bankruptcy Court in the Chapter 11 Cases;



- (ii) granting a stay of proceedings in respect of the Canadian Debtors and the Canadian Litigation Defendants;
- (iii) appointing KSV Restructuring Inc. (“**KSV**”) as information officer in respect of these proceedings (in such capacity, the “**Information Officer**”); and
- (iv) granting an Administration Charge over the assets and property of the Canadian Debtors in favour of Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer.

## **I. BACKGROUND**

3. The Canadian Debtors are part of a global specialty pharmaceutical group (“**Endo**” or the “**Company**”) that produces and sells both generic and branded products. Endo International plc (“**Endo Parent**”), the ultimate parent of Endo’s global enterprise, is an Irish publicly-traded company headquartered in Dublin, Ireland. Endo Parent trades on NASDAQ under the ticker “**ENDP**”.

4. While Endo’s global headquarters is in Ireland, the majority of its business is conducted in the United States. In 2021, Endo earned approximately 97% of its total consolidated revenue from customers in the United States. The Company’s United States headquarters is located in Malvern, Pennsylvania and its primary U.S. manufacturing facility is located in Rochester, Michigan. Endo’s executive leadership team is based at the Company’s U.S. headquarters in Pennsylvania and the vast majority of the Company’s workforce is based in the United States.

5. Paladin is Endo's Canadian operating company. Paladin sells specialty pharmaceutical products that it owns, licences or distributes to a variety of customers, including wholesalers, hospitals, governmental entities and pharmacies. Holdings is a holding company that owns all of the shares of Paladin. Both Paladin and Holdings are incorporated pursuant to the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 (the "CBCA"). Corporate profile reports for each of the Canadian Debtors are attached hereto as Exhibit "A".

6. An organizational chart of the Company is attached hereto as Exhibit "B".

7. The Canadian Debtors are integrated members of the broader Endo corporate group. Endo's senior leadership located in the United States exercises overarching strategic management and control of the entire corporate group, including the Canadian Debtors. The Canadian Debtors are guarantors of the Company's approximately \$8.15 billion in secured and unsecured existing funded indebtedness, which indebtedness I understand will be a primary focus of the Company's restructuring efforts in the Chapter 11 Cases.

8. Endo's financial performance has been negatively impacted by a confluence of factors necessitating a comprehensive restructuring solution. The Company has experienced a recent significant decline in revenues as a result of an adverse litigation outcome and increased generic competition relating to Vasostrict, the Company's single largest product by revenue in 2021. In light of its current financial performance, Endo's highly-leveraged capital structure and related debt servicing costs have become unsustainable. In addition, there is a significant litigation overhang on the Company from the thousands of lawsuits related to its marketing and sale of prescription opioids, including the Canadian Opioid Lawsuits (as defined and described below).

9. In an effort to preserve the Company's value and effect a comprehensive restructuring solution, on August 16, 2022 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief (the "**Petitions**") under chapter 11 of the Bankruptcy Code.

10. Copies of the Petitions of Paladin and Holdings filed with the Bankruptcy Court are attached hereto as Exhibits "C" and "D", respectively.

11. The Debtors' objective in the Chapter 11 Cases is to maximize value for stakeholders and ensure that Endo's business emerges as a strong and viable company. The Debtors have entered into a restructuring support agreement with the Ad Hoc First Lien Group (as defined below) that contemplates a credit bid acquisition of substantially all of the Debtors' assets by an entity formed by the Ad Hoc First Lien Group, which will serve as a stalking horse bid in a post-petition bidding and auction process to be conducted in the Chapter 11 Cases.

12. The Debtors have filed "First Day Motions" seeking various relief from the Bankruptcy Court, including administrative orders, orders necessary to continue the Company's business operations in the ordinary course, and the entry of an order authorizing Paladin to act as the Foreign Representative of the Chapter 11 Cases for the purpose of these Part IV recognition proceedings (the "**Foreign Representative Order**").

13. A hearing of the Bankruptcy Court in respect of the First Day Motions (the "**First Day Hearing**") is expected to be heard by the Bankruptcy Court in the coming days. If the Bankruptcy Court grants the requested orders, including the Foreign Representative Order, the orders are expected to be available shortly thereafter.

14. The Canadian Debtors are integrated members of the Endo corporate group and seek recognition of the Chapter 11 Cases in Canada to preserve the value of the Canadian Business (as defined below) while the Debtors pursue a global restructuring solution in the Chapter 11 Cases. To preserve the value of the Canadian Business until Paladin can be duly appointed as Foreign Representative by the Bankruptcy Court and return before this Court to seek the Initial Recognition Order and the Supplemental Order, Paladin is first seeking the proposed Interim Order. If granted, the proposed Interim Order will provide the Interim Stay in favour of the Canadian Debtors and the Canadian Litigation Defendants, and in doing so give effect to the stay of proceedings in the Chapter 11 Cases.

15. I am not aware of any foreign proceeding (as defined in subsection 45(1) of the CCAA) in respect of the Canadian Debtors other than the Chapter 11 Cases.

16. The Declaration of Mark Bradley, the Chief Financial Officer of Endo Parent, filed in support of the Chapter 11 Cases (the “**First Day Declaration**”) is attached hereto (without exhibits) as Exhibit “E”. The First Day Declaration provides a comprehensive overview of the Company and the events leading up to the commencement of the Chapter 11 Cases. This affidavit includes information with respect to the Company and its current circumstances of which I am informed as a result of reviewing the First Day Declaration. This affidavit provides a more general overview of the Company and the Chapter 11 Cases and focuses on providing this Court with information pertaining to the Canadian Debtors and the relief requested by Paladin on this application.

17. Capitalized terms used and not defined in this affidavit have the meanings given to them in the First Day Declaration.

18. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to United States Dollars.

## **II. OVERVIEW OF THE COMPANY**

19. Endo commenced operations in 1997 by acquiring certain pharmaceutical products, related rights, and assets from The DuPont Merck Pharmaceutical Company. Today, Endo develops, manufactures, and sells life-enhancing branded and generic products to customers in a wide range of medical fields, including endocrinology, orthopedics, urology, oncology, neurology, and other specialty areas.

20. Collectively, the Debtors have operations in the United States (which accounts for the vast majority of Endo's consolidated revenue), Canada, Ireland, the United Kingdom, and Luxembourg. Endo's non-debtor affiliates also have operations in India.

### **A. The Company's Business Segments**

21. Endo has four principal operating segments: (a) Branded Pharmaceuticals, (b) Sterile Injectables, (c) Generic Pharmaceuticals, and (d) International Pharmaceuticals. All products, except for those in the International Pharmaceuticals segment, are sold in the U.S. only. A brief description of each segment is set forth below.

#### *(i) Branded Pharmaceuticals*

22. The Branded Pharmaceutical segment focuses on products that have inherent scientific, regulatory, legal, and technical complexities. Endo markets such products under recognizable brand names that are trademarked.

23. The Branded Pharmaceuticals segment includes a variety of branded products to treat and manage conditions in the areas of urology, orthopedics, endocrinology, and bariatrics, among others. The Branded Pharmaceuticals segment also includes Endo's medical aesthetics products portfolio and established products portfolio, which includes treatment offerings primarily related to pain management and urology.

(ii) Sterile Injectables

24. The Sterile Injectables segment includes a portfolio of more than 30 product families. The Company's portfolio includes several products that are protected by certain patent rights, as well as other generic products that are difficult to formulate or manufacture or face complex legal and regulatory challenges. Endo's sterile injectables products are manufactured in sterile facilities and are administered at hospitals, clinics and long-term care facilities.

(iii) Generic Pharmaceuticals

25. Endo's Generic Pharmaceuticals segment is focused on first-to-file or first-to-market opportunities that are difficult to formulate or manufacture. Generic products are the pharmaceutical and therapeutic equivalents of branded products and are generally marketed under their generic (chemical) names rather than their brand names. This segment includes over 130 generic product families. Endo's generic portfolio also contains certain authorized generics, which are generic versions of branded products licensed by brand drug companies.

(iv) International Pharmaceuticals

26. The International Pharmaceuticals segment relates to the sale of specialty pharmaceutical products outside of the United States, primarily in Canada. This business segment is carried on

primarily by Paladin (as described below). In 2021, Endo generated approximately 3% of its total revenue from customers outside of the United States.

## **B. The Company's Major Customers**

27. The vast majority of Endo's sales are to three wholesale distributors – AmerisourceBergen Corporation, McKesson Corporation, and Cardinal Health, Inc. – which for the 2021 fiscal year and the first half of fiscal 2022 accounted for approximately 90% of Endo's revenues. In the U.S. market, these three distributors, in turn, sell Endo products to retail drug store chains, pharmacies, managed care organizations, and other end users.

## **C. Workforce**

28. As of the Petition Date, the Debtors had approximately 1,560 employees in the United States. The Debtors also employ approximately 190 people outside of the United States. With the exception of certain production personnel at the Debtors' Rochester, Michigan manufacturing facility, Endo's employees are generally not represented by unions.

## **D. Regulatory Matters**

29. In the United States, the Debtors are subject to regulatory oversight by numerous governmental entities, including, among others, the Food and Drug Administration (the "**FDA**"), the Department of Health and Human Services, the Drug Enforcement Agency, the Bureau of Customs and Border Protection, and state boards of pharmacy. The Debtors are also subject to numerous U.S. federal and state statutes and regulations, including the Federal Food, Drug, and Cosmetic Act and the Controlled Substances Act (the "**CSA**").

30. Certain of the Debtors' subsidiaries sell products that are "controlled substances" as defined in the CSA and implementing regulations. Consequently, the manufacture, shipment, storage, sale and use of such products are subject to a high degree of regulation.

### **III. THE CANADIAN DEBTORS AND THE CANADIAN BUSINESS**

#### **A. The Canadian Debtors**

31. The Canadian Debtors are Paladin and Holdings. Each of the Canadian Debtors is incorporated under the CBCA. The registered head office of each of the Canadian Debtors is Suite 600, 100 Boulevard Alexis-Nihon, Montreal, Quebec. The directors of each of the Canadian Debtors are myself and Livio Di Francesco.

32. Paladin and its predecessors have operated a pharmaceutical business in Canada for 25 years. Paladin was acquired by the Company in 2014 pursuant to a CBCA plan of arrangement. Prior to being acquired by Endo, Paladin was a public company listed on the Toronto Stock Exchange.

33. Holdings is a holding company that does not carry on business. Its principal asset is its ownership interest in Paladin. All of the shares of Holdings are owned by Endo Luxembourg Finance Company I S.à.r.l. ("**Endo Luxembourg**"), a Luxembourg entity.

#### **B. The Canadian Business**

34. Paladin operates a specialty pharmaceutical business in Canada (the "**Canadian Business**") that is focused on the sale of branded pharmaceuticals to Canadian customers. Paladin has a portfolio of approximately 50 pharmaceutical branded products that address various



therapeutic needs, including those relating to attention deficit hyperactivity disorder, pain, women's health, oncology, neurology and transplantation.

35. Paladin is the owner of many of the branded products sold by the Canadian Business, including the related patents, trademarks and other intellectual property. The remainder of the products sold by the Canadian Business are either distributed by Paladin on behalf of other Endo entities, or licenced by Paladin from third party pharmaceutical companies. For third party licensors, Paladin provides "turnkey access" to the Canadian market through its customer relationships and regulatory compliance, marketing and sales, pricing, distribution, and customer service capabilities.

36. Paladin sells pharmaceutical products to a range of customers that act as intermediaries for end consumers. Paladin's customers include wholesalers, hospitals and hospital buying groups, governmental entities, pharmacies, and other purchasers. Ontario is Paladin's largest market based on both revenue and number of customers.

37. Paladin does not manufacture the pharmaceutical products sold by the Canadian Business. Endo Ventures Limited and other Endo entities manage the supply of, and provide Paladin with, products distributed by Paladin in Canada on behalf of such entities. With respect to products owned by Paladin or licensed from third parties, Paladin typically purchases such products from various contract manufacturing organizations ("CMOs") that manufacture products under contract with Paladin. In cases where Paladin licenses a particular product from a third party, the CMO is often the licensor of that product. The CMOs that manufacture the products sold by the Canadian Business are mostly located in Canada.

38. Paladin's business relationships with the CMOs are critical to managing the supply of pharmaceutical products sold in the Canadian Business. Paladin depends on a predictable and readily-available supply of pharmaceutical products to service customer demand, earn revenue and maintain and grow market share. Given their specialized manufacturing systems and the regulatory environment (which requires that CMOs be qualified to manufacture specific products), the CMOs cannot be readily changed or replaced.

39. Paladin has business relationships with a range of vendors who provide products, materials and services necessary for the operation of the Canadian Business. Paladin's vendors are primarily located in Canada, though Paladin also does business with vendors located outside of Canada. Approximately 50% of Paladin's Canadian purchases (by total dollar value) are from Ontario vendors.

40. Paladin uses the services of Accuristix, a third-party logistics service provider, for all product distribution aspects of the Canadian Business. Accuristix receives and warehouses Paladin's inventory at its Vaughan, Ontario warehouse and delivers products to Paladin's customers across Canada. Accordingly, all or substantially all of the products sold by the Canadian Business are received in and shipped from Ontario. The services provided by Accuristix are critical to the ongoing operation of the Canadian Business without disruption.

41. I understand that that the Debtors have filed a motion with the Bankruptcy Court seeking interim and final orders authorizing the Debtors, including Paladin, to pay certain prepetition amounts owing in respect of "Specified Trade Claims", including prepetition claims of lienholder vendors, vendors that have delivered goods or materials to the Debtors within twenty (20) days of the Petition Date, foreign vendors and other critical vendors. Paladin, as proposed Foreign

Representative, intends to seek recognition of such orders if they are granted by the Bankruptcy Court.

**C. Canadian Office and Employees**

42. The registered head office of the Canadian Debtors is located at leased premises in Montreal, Quebec. The Canadian Debtors do not own or lease any other real property in Canada.

43. Paladin has approximately 98 employees in Canada, approximately 77 of whom are office workers and approximately 21 of whom are sales representatives and field employees. None of Paladin's employees are unionized.

44. Paladin uses a payroll service provider, Automatic Data Processing, Inc. ("ADP"), to facilitate payment of its payroll, which is paid bi-weekly on Wednesdays. On the Monday before each payroll date, ADP initiates a direct debit from Paladin's bank account in an amount equal to Paladin's gross payroll obligations, including deductions and withholdings. On the payroll date, ADP initiates direct deposits to Paladin's employees and remits the deductions and withholdings to the relevant third parties. Paladin's employees are paid one week in arrears.

45. Paladin provides its employees with healthcare insurance benefits (including medical, vision, and dental benefits), life insurance, and short- and long-term disability benefits. Paladin's healthcare insurance benefit programs are administered by Medavie Blue Cross ("MBC"). These healthcare insurance providers pay the insured employees' healthcare costs directly to the applicable provider where available or reimburse the employee directly, in each case less any deductibles or similar payments. A monthly premium, based on a fixed rate per type of coverage, is then paid by Paladin to the applicable healthcare insurance provider. Paladin's life insurance

and long-term disability programs are offered through MBC. Paladin's short-term disability program is fully self-insured.

46. Paladin offers its employees a defined contribution plan through Manulife, under which Paladin makes matching contributions up to 4% of an employee's salary. Paladin also makes required contributions in respect of its employees to the Canada Pension Plan and the Quebec Pension Plan, as applicable.

47. Paladin participates in the Company's short-term performance based incentive compensation plan (the "**Corporate IC Plan**") and long-term incentive program (the "**LTIP**"). The Corporate IC Plan rewards eligible employees with annual bonuses, set as a percentage of an employee's base salary, based on Endo's consolidated financial performance and individual achievement on an annual basis. The LTIP is designed to align the interests of eligible employees and the Company through the grant of compensation that vests over a period of time. Historically, LTIP compensation was granted in the form of Endo Parent equity-based awards that would vest over a three or four year period. More recently, a majority of the Company's LTIP awards have been issued in cash, which cash awards vest in six tranches bi-annually over a three year period. The Company manages all aspects of the Corporate IC Plan and LTIP on behalf of Paladin, including the design of the plans and establishing compensation metrics.

48. Paladin also participates in certain of the Company's retention programs that provide supplemental compensation to certain eligible non-insider employees, including the 2021 Retention Program and the 2022 Retention Program that include scheduled payments in December 2022, June 2023 and September 2023.

49. I understand that the Debtors have filed a motion with the Bankruptcy Court seeking interim and final orders authorizing the Debtors, including Paladin, to pay prepetition wages, salaries, and other compensation and to continue employee benefits programs in the ordinary course of their business, subject to certain exceptions. Paladin, as proposed Foreign Representative, intends to seek recognition of such orders if they are granted by the Bankruptcy Court.

**D. Cash Management System and Intercompany Transactions**

50. The Company utilizes a centralized cash management system for the collection, concentration, management, disbursement and investment of funds used in its global operations (the “**Cash Management System**”). The Cash Management System facilitates the Debtors’ cash monitoring, forecasting and reporting, enables the Debtors to streamline use of their cash and invested funds, and allows the Debtors to facilitate tracking between entities and business units. The entire Cash Management System is overseen by Endo’s treasury team, which operates out of the Company’s U.S. headquarters in Pennsylvania.

51. Paladin is an integrated participant in Endo’s Cash Management System, though its bank accounts are not subject to the cash pooling arrangements involving the Company’s U.S.-based entities. Paladin maintains four bank accounts with the Bank of America. Three of the accounts are operating accounts denominated in Canadian dollars, United States dollars, and Euros, respectively. The fourth account is a Canadian dollar savings account. On a daily basis, cash received in Paladin’s operating accounts is swept into its savings account.

52. Paladin is typically able to satisfy all of its ordinary course operating expenses from the revenue generated by the Canadian Business. Payments to vendors of the Canadian Business are processed weekly and on an ad hoc basis as required. Payments are processed through the Cash Management System by Endo's treasury team in the United States after payment requests are initiated and approved by Paladin.

53. In the ordinary course of business, Endo funds a portion of its international operations through a system of interest bearing and non-interest bearing intercompany loans (the "**Intercompany Loans**") and engages in transactions between Company entities (the "**Intercompany Transactions**") that may result in claims as between different entities in the corporate group (the "**Intercompany Claims**"). The Intercompany Loans and Intercompany Transactions provide substantial benefit to the Company, including managing the cash needs and resources of the corporate group and achieving tax efficiency.

54. Paladin and Holdings are each borrowers and lenders under various Intercompany Loans and Paladin engages in Intercompany Transactions in the ordinary course of the Canadian Business., giving rise to Intercompany Claims. As at June 30, 2022, on a net basis:

- (a) Paladin had a net payable position of approximately CDN\$259 million to Holdings and approximately CDN\$4 million to other entities in the Endo group; and
- (b) Holdings owed approximately CDN\$599 million to Endo Luxembourg (its immediate parent) and had a net receivable position of approximately CDN\$259 million from Paladin.

55. Substantially all of the Intercompany Claims between Paladin and Holdings relate to Intercompany Loans, while the Intercompany Claims between Paladin and other entities in the Endo group relate primarily to Intercompany Transactions.

56. I understand that the Debtors have filed a motion with the Bankruptcy Court seeking interim and final orders, among other things, (a) authorizing the Debtors, including Paladin, to continue using the Cash Management System and effectuating Intercompany Transactions in the ordinary course of business, and (b) granting superpriority administrative expense status to all Intercompany Claims arising after the Petition Date in order to preserve the relative values of the Debtors' estates. Paladin, as proposed Foreign Representative, intends to seek recognition of such orders if they are granted by the Bankruptcy Court.

**E. Financial Position of the Canadian Debtors**

57. Other than unaudited financial statements prepared annually for Canadian income tax purposes, financial statements have not historically been prepared for the Canadian Debtors. Paladin's finance and accounting team reports on Paladin's financial position and results through an unaudited, internal trial balance. Attached hereto as Exhibit "F" are summarized balance sheets for Paladin derived from unaudited, internal trial balances as at June 30, 2022 and December 31, 2021, which balance sheets exclude Paladin's obligations in respect of Endo's funded indebtedness.

58. For the year ended December 31, 2021, Paladin generated aggregate net revenue of approximately CDN\$106 million. As of June 30, 2022, Paladin had total assets of approximately CDN\$491 million and total liabilities of approximately CDN\$667 million, excluding its

obligations as a guarantor of Endo's approximately \$8.15 billion of funded indebtedness (as described below).

#### **F. Regulatory Environment**

59. The Canadian Business operates within a highly-regulated environment overseen by Health Canada, whose Health Products and Food Branch regulates and monitors the therapeutic and diagnostic products available to Canadians. Prior to receiving market authorization, a manufacturer must present substantive scientific evidence of a product's safety, efficacy and quality as required by the *Food and Drugs Act*, R.S.C. 1985, c. F-27 (the "**Food and Drugs Act**") and its regulations. Once a product is approved, it must comply with regulations, guidelines and policies under the Food and Drugs Act umbrella that pertain to various product types, including drugs, natural health products, medical devices and cosmetics.

60. Paladin has a regulatory affairs team that performs a range of regulatory activities relating to the products sold by the Canadian Business, including those owned by Paladin and those licensed from third parties. These regulatory activities include the registration of new products through new drug submissions and ownership transfers, and maintenance and support activities necessary to ensure ongoing compliance with regulatory requirements.

#### **G. Integration of Canadian Debtors and Canadian Business**

61. Since its acquisition by the Company in 2014, Paladin has become an integrated member of the broader Endo corporate group that is centrally managed by its senior leadership team in the United States.



62. From an operational perspective, the day-to-day operation of the Canadian Business is conducted by Paladin and overseen by Paladin's executive management team resident in Canada. Paladin has its own finance, sales, marketing and regulatory compliance teams that manage their own functional areas in Canada, with regular reporting to and oversight from Endo's centralized function areas at the Company's U.S. headquarters.

63. While day-to-day business operations are generally conducted in Canada, the Canadian Debtors are managed from an overall strategic and financial perspective on a consolidated basis with the rest of the Endo corporate group. The following elements of the Canadian Debtors and Canadian Business, among others, are integrated with the Endo corporate group:

- (a) the Canadian Debtors are indirect, wholly-owned subsidiaries of Endo Parent, which is a public company listed on NASDAQ;
- (b) Endo's senior leadership located in the United States exercises overarching strategic management and control of the entire corporate group, including the Canadian Debtors;
- (c) in 2021, the Canadian Business accounted for approximately 3% of the Company's consolidated worldwide revenue;
- (d) the Canadian Business employs approximately 5% of the Company's global workforce;
- (e) the Company's overall capital structure, including its publicly-listed common shares and its funded indebtedness, is centrally managed by the Company;

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- (f) the Canadian Debtors are guarantors of the Company's \$8.15 billion in principal amount of funded indebtedness and have granted liens on all of their assets and property to secure the payment of the Company's secured indebtedness;
- (g) the Company's overall financial position is managed on a consolidated basis from Endo's corporate office in the United States. For financial reporting purposes, Endo reports the financial results of the entire corporate group, including the Canadian Debtors, on a consolidated basis. Other than unaudited financial statements for tax reporting purposes, the Canadian Debtors do not prepare standalone financial statements;
- (h) the Canadian Debtors are integrated into the Company's system of Intercompany Loans and Intercompany Transactions to allocate cash resources and ensure tax efficiency within the entire corporate group. As at June 30, 2022, Holdings owed approximately CDN\$599 million to its immediate parent company, Endo Luxembourg, in connection with such Intercompany Loans;
- (i) Paladin's cash management system is integrated with the Company's Cash Management System, and Endo exercises oversight of Paladin's cash collections and disbursements from its U.S. headquarters. Payments to vendors of the Canadian Business are processed by Endo in the United States;
- (j) Paladin utilizes Endo's enterprise resource planning (ERP) software in the operation of the Canadian Business, including utilizing shared services for the management and processing of accounts payable and accounts receivable;

- (k) Paladin participates in the Company's short-term and long-term incentive plans, which are centrally managed by the Company in the United States;
- (l) Paladin distributes products in the Canadian market on behalf of other Endo entities. Such products are provided to Paladin by the Company. Corporate decisions with respect to the licensing of Endo products to Paladin are made centrally by the Company; and
- (m) the Company centrally manages all aspects of litigation involving Endo entities, including the Canadian Litigation involving Paladin and the Canadian Litigation Defendants.

64. In summary, the Canadian Debtors are integrated members of the broader Endo corporate group that is centrally managed from an overall strategic and financial perspective by its senior leadership team in the United States. Accordingly, Paladin submits that the centre of main interests of each of the Canadian Debtors is the United States.

#### **IV. THE COMPANY'S PREPETITION CAPITAL STRUCTURE AND CANADIAN SECURITY**

##### **A. The Company's Debt Structure**

65. The funded debt obligations of the Company as of the Petition Date are summarized in the table below and described in detail in the First Day Declaration.

Debt Instrument (as defined herein)	Facility Type/Notes Series	Maturity Date	Approximate Outstanding Principal Amount (in USD\$ millions)
Revolving Credit Facility	Revolver	Various	\$277.2
Term Loan Facility	Term loan	Mar. 2028 <sup>1</sup>	\$1,975.0
First Lien Notes	5.875% Senior Secured Notes due 2024	Oct. 2024	\$300.0
	7.500% Senior Secured Notes due 2027	Apr. 2027	\$2,015.5
	6.125% Senior Secured Notes due 2029	Apr. 2029	\$1,295.0
Second Lien Notes	9.500% Senior Secured Second Lien Notes due 2027	July 2027	\$940.6
Unsecured Notes	5.375% Senior Notes due 2023	Jan. 2023	\$6.1
	6.00% Senior Notes due 2028	June 2028	\$1,260.4
	6.00% Senior Notes due 2025	Feb. 2025	\$21.6
	6.00% Senior Notes due 2023	July 2023	\$56.4
<b>Total:</b>			<b>\$8,147.8</b>

66. As of the Petition Date, the Company's consolidated long-term debt obligations totalled approximately \$8.15 billion arising under:

- (a) a senior secured revolving credit facility (the “**Revolving Credit Facility**”) and a senior secured term loan facility (the “**Term Loan Facility**” and, together with the Revolving Credit Facility, the “**Credit Facilities**”) pursuant to a credit agreement dated as of April 27, 2017 (as amended and restated from time to time, the “**Credit Agreement**”);
- (b) three series of first lien notes (collectively, the “**First Lien Notes**”);

<sup>1</sup> Subject to an earlier springing maturity if the aggregate principal amount outstanding of the 2027 Senior Secured Notes and the Second Lien Notes, in each case, is greater than or equal to \$500 million and such notes are not refinanced or repaid prior to the date that is 91 days prior to the stated maturity thereof.

- (c) one series of second lien notes (the “**Second Lien Notes**”); and
- (d) four series of unsecured notes (collectively, the “**Unsecured Notes**”).

67. The Credit Facilities and the First Lien Notes are secured on a *pari passu* basis by first-priority liens on and security interests in substantially all of the Company’s assets, including all proceeds thereof (the “**Prepetition Collateral**”).

68. The Second Lien Notes are secured by a second-priority lien on, and on a junior basis with respect to, the Prepetition Collateral.

## **B. Canadian Guarantees and Security**

69. The Canadian Debtors are guarantors of, and have granted security interests in their present and future property and assets to secure, the obligations under the Credit Facilities, the First Lien Notes and the Second Lien Notes. The Canadian Debtors are also guarantors, on an unsecured basis, of the obligations under the Unsecured Notes.

### *(i) First Lien Guarantees and Security*

70. The Company’s Revolving Credit Facility and Term Loan Facility are governed pursuant to the Credit Agreement among Endo Parent, Endo Luxembourg, as borrower, Endo LLC, as co-borrower, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent. After giving effect to an Amendment and Restatement Agreement dated as of March 25, 2021 (as more fully described in the First Day Declaration), the Credit Agreement provides for a \$1 billion Revolving Credit Facility (in total availability) and a \$2 billion Term Loan Facility.

71. The Canadian Debtors guaranteed the obligations under the Credit Agreement pursuant to a New York law governed Subsidiary Guaranty dated as of April 27, 2017, as reaffirmed pursuant to an acknowledgment and confirmation dated as of March 28, 2019 and an acknowledgment and confirmation dated as of March 25, 2021.

72. As more fully described in the First Day Declaration, certain of the Debtors issued the following First Lien Notes, with Computershare Trust Company, National Association acting as indenture trustee for each:

- (a) 6.125% Senior Secured Notes due 2029 issued by Endo Luxembourg and Endo U.S. Inc. and guaranteed by the guarantors pursuant to an indenture dated March 25, 2021;
- (b) 7.500% Senior Secured Notes due 2027 issued by Par Pharmaceuticals, Inc. and guaranteed by the guarantors pursuant to an indenture dated March 28, 2019; and
- (c) 5.875% Senior Secured Notes due 2024 issued by Endo Designated Activity Company (“**Endo DAC**”), Endo Finance LLC (“**Endo Finance**”) and Endo Finco Inc. (“**Endo Finco**”) and guaranteed by the guarantors pursuant to an indenture dated April 27, 2017.

73. The Canadian Debtors are parties to each of the foregoing indentures as guarantors.

74. Wilmington Trust, National Association acts as collateral trustee in respect of the collateral securing the Credit Facilities and the First Lien Notes (in such capacity, the “**First Lien Collateral Trustee**”) pursuant to a Collateral Trust Agreement dated as of April 27, 2017 (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 and covers certain other matters relating to the administration of security interests.

75. As security for the Credit Facilities and the First Lien Notes, the Canadian Debtors granted the following security to the First Lien Collateral Trustee:

- (a) the Canadian Debtors granted the First Lien Collateral Trustee a security interest in all of their present and future property and assets (subject to certain typical exceptions) pursuant to an Ontario law governed Canadian Pledge and Security Agreement dated as of April 27, 2017;
- (b) the Canadian Debtors hypothecated their present and future property and assets (subject to certain typical exceptions) in favour of the First Lien Collateral Trustee pursuant to a Quebec law governed Deed of Hypothec dated April 26, 2017;
- (c) Paladin delivered a short form, Ontario law governed Confirmatory Grant of Security Interest in Trademarks dated as of April 27, 2017 granting the First Lien Collateral Trustee a security interest in all of its trademarks and related assets; and
- (d) Paladin delivered a short form, Ontario law governed Confirmatory Grant of Security Interest in Patents dated as of April 27, 2017 granting the First Lien Collateral Trustee a security interest in all of its patents, patent applications and related assets.

(ii) Second Lien Notes Guarantees and Security

76. The Second Lien Notes are governed pursuant to an indenture dated as of June 16, 2020 (the “**Second Lien Indenture**”) among Endo DAC, Endo Finance and Endo Finco, as issuers, Endo Parent, the guarantors party thereto, and Wilmington Savings Fund Society, FSB, as trustee. The Canadian Debtors are parties to the Second Lien Indenture as guarantors.

77. Wilmington Trust, National Association acts as collateral trustee in respect of the collateral securing the Second Lien Notes (in such capacity, the “**Second Lien Collateral Trustee**”) pursuant to a Second Lien Collateral Trust Agreement dated as of June 16, 2020 (the “**Second Lien Collateral Trust Agreement**”). The Second Lien Collateral Trust Agreement governs, among other things, the interests and obligations of the holders of Second Lien Notes and the Second Lien Collateral Trustee with respect to the Prepetition Collateral and covers certain other matters relating to the administration of security interests.

78. As security for the Second Lien Debt, the Canadian Debtors granted the following security to the Second Lien Collateral Trustee:

- (a) the Canadian Debtors granted the Second Lien Collateral Trustee a security interest in all of their present and future property and assets (subject to certain typical exceptions) pursuant to an Ontario law governed Second Lien Canadian Pledge and Security Agreement dated as of June 16, 2020;
- (b) the Canadian Debtors hypothecated their present and future property and assets (subject to certain typical exceptions) in favour of the Second Lien Collateral



Trustee pursuant to a Quebec law governed Second Lien Deed of Hypothec dated June 15, 2020;

- (c) Paladin delivered a short form, Ontario law governed Confirmatory Grant of Security Interest in Trademarks dated as of June 16, 2020 granting the Second Lien Collateral Trustee a security interest in all of its trademarks and related assets; and
- (d) Paladin delivered a short form, Ontario law governed Confirmatory Grant of Security Interest in Patents dated as of June 16, 2020 granting the Second Lien Collateral Trustee a security interest in all of its patents, patent applications and related assets.

79. 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 a New York law governed Intercreditor Agreement dated as of June 16, 2020 (the “**1L-2L Intercreditor Agreement**”) governing the relative rights, interests, obligations and priority of the Prepetition First Lien Secured Parties the Prepetition Second Lien Notes Secured Parties with respect to the Prepetition Collateral. The 1L-2L Intercreditor Agreement provides, among other things, that the First Priority Representative (as defined in the 1L-2L Intercreditor Agreement) will have the exclusive right to exercise rights and remedies with respect to the Prepetition Collateral on behalf of the First Priority Secured Parties. If the First Priority Representative consents to the use of Cash Collateral, then the Second Priority Representative (as defined in the 1L-2L Intercreditor Agreement) is deemed to agree, on behalf of itself and the other Second Priority Secured Parties, to the use of Cash Collateral.

(iii) Registry Searches

80. I am advised by Mr. Chadwick of Goodmans that lien searches were conducted under the applicable personal property lien registries in Ontario on August 9, 2022 and Quebec on August 12, 2022 (the “**Registry Searches**”). Goodmans has provided me with a summary of the Registry Searches, which is attached hereto as Exhibit “G”.

81. The Ontario and Quebec Registry Searches each disclose registrations against each of the Canadian Debtors in favour of the First Lien Collateral Trustee and the Second Lien Collateral Trustee. In addition, the Quebec Registry Searches disclose registrations against Paladin in favour of Element Fleet Lease Receivables L.P. (originally registered October 28, 2008) and CBSC Capital Inc. (originally registered November 29, 2017).

(iv) Unsecured Notes

82. Certain of the Debtors have issued the following Unsecured Notes with Wells Fargo Bank, N.A. acting as indenture trustee for each:

- (a) 5.375% Senior Notes due 2023 issued by Endo Finance and Endo Finco and guaranteed by the guarantors, pursuant to an indenture dated June 30, 2014;
- (b) 6.000% Senior Notes due 2025 issued by Endo DAC, Endo Finance and Endo Finco and guaranteed by the guarantors, pursuant to an indenture dated January 27, 2015;
- (c) 6.00% Senior Notes due 2023 issued by Endo DAC, Endo Finance and Endo Finco and guaranteed by the guarantors, pursuant to an indenture dated July 9, 2015; and

- (d) 6.00% Senior Notes due 2028 issued by Endo DAC, Endo Finance and Endo Finco and guaranteed by the guarantors, pursuant to an indenture dated June 16, 2020.

83. The Canadian Debtors are parties to the indentures and have guaranteed, on an unsecured basis, the Company's obligations under the Unsecured Notes.

84. As of the Petition Date, approximately \$1.345 billion was outstanding under the Unsecured Notes.

## **V. EVENTS PRECIPITATING THE CHAPTER 11 CASES**

85. A confluence of factors has put downward pressure on the Company's financial performance and necessitated a comprehensive solution that may be achieved only through the Chapter 11 Cases and corresponding CCAA recognition proceedings. Principal among these factors are: (a) an adverse litigation outcome relating to Vasostrict – one of the Company's leading revenue generators over the last several years – that resulted in the early termination of federal patent protection for the product and the subsequent loss of substantial revenue; (b) a slower than expected growth for Xiaflex due to, among other factors, the COVID-19 pandemic; and (c) the litigation overhang on the Company from the thousands of lawsuits related to its marketing and sale of prescription opioids, including the Canadian Opioid Lawsuits (as described below).

### **A. Declining Business Performance Leads to Overleveraged Capital Structure**

86. The Company's recent financial performance has deteriorated. In connection with the Company's second quarter public filings, it reported an approximately 20% year-over-year decline in revenue and an approximately 53% decline in adjusted EBITDA. This decline was largely due

to the precipitous drop in sales of Vasostriect, which accounted for approximately 30% of the Company's 2021 revenue.

87. The drop in Vasostriect sales is primarily attributable to increased generic competition as a result of the Company losing a recent lawsuit in the U.S. District Court for the District of Delaware. The Company has appealed this ruling.

88. During the first quarter of 2022, multiple competitive generic alternatives to Vasostriect were launched. These third-party launches began to significantly impact both the Company's market share and product price toward the middle of the first quarter of 2022. The Company expects competition to continue to increase in the second half of 2022 and beyond. Further, beginning late in the first quarter of this year, COVID-19-related hospital utilization levels began to decline, resulting in significantly decreased market volumes for both branded and competing generic alternatives to Vasostriect.

89. Consequently, the revenue from Vasostriect declined significantly. For the first half of this year, Vasostriect revenue declined 55% year-over-year. In the second quarter of this year, Vasostriect revenue declined by nearly 82% year-over-year. On a long-term basis, the Company expects Vasostriect sales to continue to fall.

90. Certain of the Company's physician administered products, including Xiaflex (the Company's flagship product in its Branded Pharmaceuticals' portfolio), have also experienced lower-than-expected sales volumes due to, among other things, the lower number of in-person patient office visits resulting from the COVID-19 pandemic, as well as and medical administrative

staff shortages in physicians' offices. These more recent trends have also dampened the future growth expectation for Xiaflex.

91. Due largely to the foregoing issues and those discussed below, the Debtors' existing capital structure has become unsustainable. As of June 30, 2022, the Company had approximately \$8.15 billion of funded debt outstanding, which is approximately 7-times its last twelve months of adjusted EBITDA and greater than 10-times its anticipated 2022 EBITDA, excluding capitalization of contingent liabilities that could potentially significantly increase such leverage figures. The Company's expected decline in profitability will further exacerbate the leverage issues facing the Company.

92. Additionally, the cost to service the Company's existing debt balance has constrained its ability to reinvest in its business. The Company currently spends over \$550 million per year on cash interest expense, and an additional \$20 million on mandatory debt amortization (excluding maturities). The cost of servicing such debt has limited the Company's free-cash flow available for operations and capital expenditures. In addition to the Company's already prohibitive debt service costs, approximately 28% of its debt is tied to floating interest rates. In an increasing interest rate environment, these floating interest rates further add to the Company's already elevated cash interest expense.

93. The Company operates in a highly competitive pharmaceutical space in which its competitors are constantly pursuing internal R&D, external acquisitions, and business development opportunities. Over the past couple of years, the Company's elevated leverage has constrained its ability to invest in its pipeline and pursue value enhancing development opportunities. As this is the lifeblood of any pharmaceutical company, the Company needs to

reduce its debt service burden and leverage in order to effectively compete for future opportunities. Thus, to emerge as a strong and sustainable enterprise that is able to compete, the Company must address the issues related to its overleveraged capital structure in a focused and constructive manner without disruption to its operations.

## **B. Unsustainable Litigation**

### *(i) Opioid Lawsuits*

94. Certain of the Debtors, including the Canadian Debtors, have been named as defendants in over 3,500 lawsuits seeking to hold such Debtors liable for their marketing and sale of certain FDA-approved opioid products (the “**Opioid Lawsuits**”), including, without limitation, Opana<sup>®</sup> and Opana<sup>®</sup> ER (together, the “**Opana Medications**”), which were approved by the FDA in 2006.

95. In 2016, the Company ceased promoting the Opana Medications and all other opioid products to healthcare providers in the U.S., eliminated its entire pain U.S. salesforce, and discontinued all research and development of new opioid products. Since June 2019, the Debtors have not sold any Opana Medications. Certain of the Debtors manufacture and sell generic opioid medication.

96. The majority of the Opioid Lawsuits are filed on behalf of governmental entities, including states, counties, municipalities and other political subdivisions; plaintiffs also include private hospitals, individuals seeking damages for alleged personal injuries, and third-party payors seeking damages for alleged economic injuries (collectively, the “**Opioid Plaintiffs**”). The overwhelming majority of the Opioid Lawsuits have been filed in the United States; eight have been filed in Canada as proposed class actions, which are described in further detail below. The Opioid

Lawsuits are primarily directed at the Company's historical marketing and sale of the Opana Medications, but some complaints include allegations about other products and/or opioid medications generally. The Opioid Plaintiffs assert a variety of claims, including, without limitation, statutory and/or common law claims for public nuisance, alleged violations of consumer protection or unfair trade practices law, racketeering, and common law fraud and negligence, among other claims (collectively, the "**Opioid Claims**"). The Opioid Plaintiffs allege that the defendant Debtors' misleading marketing led health care providers to prescribe opioids inappropriately, which in turn led to addiction, misuse, and abuse.

97. The Company denies the claims asserted by the Opioid Plaintiffs for reasons described in detail in the First Day Declaration. In the eight years since the first opioid suit was filed against the Company: no verdicts have been rendered against any of the Debtors on the merits; there have been around a dozen settlements; and the one case against the Company that did reach judgment on the merits was rendered in the Company's favor. The remaining Opioid Lawsuits against the Company are at various stages of development and the very few that have advanced close to the trial stage settled for vastly less than the amount of alleged damages or other monetary relief sought.

98. Since 2019, the Company and/or its subsidiaries have executed 12 settlement agreements to resolve Opioid Claims brought by Opioid Plaintiffs. As of the Petition Date, the Company has paid approximately \$242 million pursuant to certain of its opioid-related settlements. However, the Debtors still face more than 3,100 Opioid Lawsuits. Given the immense number of lawsuits, the complexity of the issues involved, the various stages of development of each case, and the cost

to defend each one to judgment, the Debtors determined that they needed to utilize the tools afforded by the Bankruptcy Code to bring some level of resolution to these matters.

99. To date, the Company estimates it has incurred expenses of approximately \$344 million in defending the Opioid Lawsuits.

(ii) Other Material Litigation

100. The Debtors also face other litigation unrelated to the Opioid Lawsuits. Most of these lawsuits fall within four major categories: claims related to (a) generic pricing; (b) transvaginal mesh; and (c) other antitrust; and (d) ranitidine.

(a) **Generic Pricing Claims**

101. Private plaintiffs (specifically, direct purchasers, end-payers, and indirect purchaser resellers), state attorneys general and other governmental entities have filed complaints against certain Debtors, as well as other pharmaceutical manufacturers, alleging price-fixing and other anticompetitive conduct with respect to a variety of generic pharmaceutical products. The various complaints generally assert claims under: (1) federal and/or state antitrust law, (2) state consumer protection statutes, and/or (3) state common law, and seek damages, treble damages, civil penalties, disgorgement, declaratory and injunctive relief, and costs and attorneys' fees. These lawsuits, which include putative class actions as well as non-class action lawsuits, have been filed in various federal and state courts in the U.S. There is also a proposed class action in Canada (as described below).



(b) **Mesh Claims**

102. The Company and certain of its subsidiaries, including American Medical Systems Holdings, Inc. (which subsequently converted to Astora Women's Health Holding LLC and merged into Astora Women's Health LLC), have been named as defendants in multiple lawsuits in various state and federal courts in the U.S and internationally. These lawsuits generally allege personal injury resulting from the use of transvaginal surgical mesh products designed to treat pelvic organ prolapse or stress urinary incontinence.

103. As of June 30, 2022, various master settlement agreements and other agreements have resolved approximately 71,000 filed and unfiled U.S. mesh claims. As of June 30, 2022, the Company had made approximately \$3.6 billion of payments related to its mesh liabilities, \$67.5 million of which remained in qualified settlement funds related to these liabilities.

(c) **Other Antitrust Claims**

104. 61. In addition to the generic pricing cases described above, the Company also faces various other antitrust and related claims under Sections 1 and 2 of the *Sherman Act*, Section 5 of the *Federal Trade Commission Act*, state antitrust and consumer protection statutes, and/or state common law. These cases generally seek monetary relief (e.g., damages, treble damages, disgorgement of profits, restitution, attorneys' fees and costs), equitable relief, and/or injunctive relief.

(d) **Ranitidine Claims**

105. The Company's subsidiary, Par Pharmaceutical, Inc. ("**PPI**") was named in a multidistrict litigation ("**MDL**") pending in the U.S. District Court for the Southern District of Florida along with numerous other manufacturers and distributors of branded and generic ranitidine. The

lawsuits generally allege that under certain conditions the active ingredient in ranitidine medications can break down to form an alleged carcinogen. The complaints assert a variety of claims, including but not limited to various product liability, breach of warranty, fraud, negligence, statutory and unjust enrichment claims. The MDL court has dismissed all claims against PPI and other generic manufacturers, but appeals remain pending in the U.S. Court of Appeals for the Eleventh Circuit. PPI has also been named in similar complaints filed in certain state courts.

106. In the aggregate, the Company spends approximately \$21 million on litigation-related fees and expenses per month. The foregoing litigation, in addition to the Opioid Lawsuits, creates even more uncertainty over the Company's ability to resolve its litigation exposure, either consensually or by litigating each lawsuit through judgment and all levels of appeal.

(iii) *The Canadian Litigation*

107. Paladin, along with the Canadian Litigation Defendants who are affiliated entities in the Endo corporate group, are subject to various litigation claims in Canada (the “**Canadian Litigation**”).<sup>2</sup> The Canadian Litigation consists principally of eight proposed class action lawsuits initiated in various provinces across Canada relating to the manufacturing, distribution and marketing of opioid products (the “**Canadian Opioid Lawsuits**”) and one proposed class action lawsuit initiated in Federal Court alleging a price-fixing scheme relating to generic drugs (the “**Canadian Price-Fixing Lawsuit**”).

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<sup>2</sup> The current Canadian Litigation Defendants are: Endo Parent, Endo Ventures Limited, Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., Par Pharmaceutical Companies Inc., Generics Bidco I, LLC and DAVA Pharmaceuticals, LLC

108. Each of the proposed class action lawsuits comprising the Canadian Litigation has been brought against a broad group of industry defendants. None of the proposed class action lawsuits have been certified or have advanced to trial. Many of the lawsuits are at early stages and have been largely inactive since being initiated.

109. Paladin and the Canadian Litigation Defendants deny the claims asserted by the plaintiffs in the Canadian Litigation, including for the reasons set forth in the First Day Declaration. To date, there have been no findings of liability against Paladin or the Canadian Litigation Defendants in the Canadian Litigation.

**(a) The Canadian Opioid Lawsuits**

110. The Canadian Opioid Lawsuits allege various causes of action against purported manufacturers, distributors and marketers of opioid products, including breach of the *Competition Act*, misrepresentation, deceit, negligence, unjust enrichment, and fraudulent concealment.

111. Paladin is a named defendant in each of the Canadian Opioid Lawsuits. In addition, Endo Parent, Endo Ventures Limited, an Irish public limited company (“EVL”), and Endo Pharmaceuticals Inc., a Delaware corporation (“EPI”) are named defendants in certain of the Canadian Opioid Lawsuits.

112. The following table summarizes the eight Canadian Opioid Lawsuits involving Paladin and/or the Canadian Litigation Defendants:

<b>Jurisdiction</b>	<b>Claim Filed</b>	<b>Proposed Representative Plaintiff</b>	<b>Endo Defendants</b>
British Columbia	August 2018	Her Majesty the Queen in Right of the Province of British Columbia (the “ <b>Province of British Columbia</b> ”) as representative plaintiff on behalf of all federal, provincial and territorial governments and agencies	Paladin Endo Parent EPI EVL
British Columbia	December 2019	The individual “MW”	Paladin EPI
Alberta	June 2020	The City of Grande Prairie and the City of Brantford as representative plaintiffs on behalf of all local or municipal governments in Canada	Paladin Endo Parent EPI
Saskatchewan	March 2021	Peter Ballantyne Cree Nation and Lac La Ronge Indian Band as representative plaintiffs on behalf of all First Nations communities and local or municipal governments in Canada	Paladin Endo Parent EPI
Ontario	May 2019	Darryl Gebien	Paladin Endo Parent EPI
Manitoba	December 2021	Darryl Gebien	Paladin Endo Parent EPI
Manitoba	February 2022	Karen Tryon	Paladin Endo Parent EPI
Quebec	May 2019	Jean-François Bourassa	Paladin

113. A certification hearing in the proposed class action brought by the Province of British Columbia is currently scheduled for November 2023. A class authorization hearing in the proposed class action brought by Jean-François Bourassa in Quebec is currently scheduled for November

2022. The other Canadian Opioid Lawsuits are either inactive or have not yet proceeded to the certification stage.

**(b) The Canadian Price-Fixing Lawsuit**

114. The Canadian Price-Fixing Lawsuit is a proposed class action commenced in Federal Court (Toronto) in June 2020 by Kathryn Eaton as representative plaintiff on behalf of a proposed class of Canadian purchasers of generic drugs. The proposed class action alleges that the defendants violated the *Competition Act* by conspiring to allocate the market, fix prices and maintain the supply of generic drugs in Canada. The Canadian Price-Fixing Lawsuit has been largely inactive since the lawsuit was filed and there has been no application for class certification.

115. The Canadian Price-Fixing Lawsuit was brought against more than 50 purported generic drug manufacturers, including four Debtors in the Chapter 11 Cases: Par Pharmaceutical, Inc., a New York corporation; Par Pharmaceutical Companies, Inc., a Delaware corporation; Generics Bidco I, LLC, a Delaware limited liability company; and DAVA Pharmaceuticals, LLC, a Delaware limited liability company. Paladin is not a named defendant in the action.

**VI. PREPETITION NEGOTIATIONS**

116. In January 2018, the Company retained Skadden, Arps, Slate, Meagher & Flom LLP as its legal advisor in connection with potential strategic alternatives to address the Opioid Lawsuits. Thereafter, the Company also engaged other restructuring advisors, retaining PJT Partners in February 2018 and Alvarez & Marsal in May 2021 as their financial advisors.

117. Over the last few years, the Company's restructuring efforts have evolved. Until the beginning of this year, the Company was principally focused on attempting to negotiate an

out-of-court settlement with the governmental Opioid Plaintiffs, as the thousands of Opioid Lawsuits represented enterprise-threatening litigation. The Company believed a broad-based resolution with these plaintiffs was necessary to provide clarity to stakeholders by removing the uncertainty around this litigation, including the associated risk of one or more large adverse judgments.

118. As the Company's financial condition continued to deteriorate and little headway was being made towards a consensual comprehensive resolution with the governmental Opioid Plaintiffs, the Company more actively started exploring strategic alternatives to its capital structure and other contingent liabilities. In September 2021, the Company began discussions with advisors to an ad hoc group consisting primarily of holders of Second Lien Notes and Unsecured Notes (the **"Ad Hoc Cross-Holder Group"**).

119. The Company also authorized PJT to launch a formal sales process at this time. After preparing robust marketing materials and contacting approximately 76 parties, the Company ultimately received indications of interest from eight potential bidders. The Company determined to pause this sale process in January 2022 to expand its exploration of strategic alternatives with the Ad Hoc Cross-Holder Group and a Plaintiffs' Executive Committee (**"PEC"**) and an executive committee of state attorneys' general (the **"State AG Committee"** and together with the PEC, the **"Opioid Committees"**).

120. In April 2022, the Company began discussions with advisors to an ad hoc group consisting primarily of Prepetition First Lien Lenders and Prepetition First Lien Noteholders (the **"Ad Hoc First Lien Group"** and together with the Ad Hoc Cross-Holder Group, the **"Ad Hoc Groups"**).

**A. Prepetition Opioid Settlement Negotiations**

121. Since 2019, the Company has at various times been actively negotiating with the Opioid Committees to attempt a broad-based resolution of the Opioid Claims. Despite extensive efforts by both sides as described in the First Day Declaration, the parties have been unable to reach an agreement on settlement value and other terms of a potential settlement.

122. The negotiations with the Opioid Committees slowed around the time when the Company announced its 2022 first quarter earnings. Based on the Company's financial performance, it became clear that (a) the Company's unsecured creditors may not be entitled to any recovery in chapter 11, (b) the Company would burn a substantial portion of its approximately \$1 billion in cash over the next 24 months, and (c) the Company may be unable to refinance its debt in the future as it becomes due, especially when considering the need to address its contingent liabilities. This confluence of factors—namely, among others, the inability to reach agreement with the Opioid Committees on an out-of-court resolution, numerous upcoming trials, discoveries and associated legal expenditures, deteriorating financial performance, and a burdensome capital structure – led the Company to further explore its Chapter 11 alternatives.

**B. Negotiations with the Ad Hoc Groups**

123. Beginning in late 2021, the Company commenced active discussions regarding potential restructuring frameworks with the Ad Hoc Cross-Holder Group. However, as the Company's circumstances changed and its prospects and profitability deteriorated, and taking into account the Company's nearly \$7 billion of indebtedness secured by liens on substantially all of the Company's assets, the Company ramped up diligence efforts in late April 2022 with the Ad Hoc First Lien Group. Since that time, the Company and its advisors have worked tirelessly with the

Ad Hoc First Lien Group, engaging in substantial diligence efforts and exploring various strategic alternatives. During this period, the Company also continued to engage with, and provide diligence to, the Ad Hoc Cross-Holder Group.

124. During the first half of 2022, advisors to the Company and the Ad Hoc Groups exchanged various proposals regarding the implementation of a potential transaction. During these negotiations, while the Company discussed a chapter 11 plan of reorganization proposal with the Ad Hoc Cross-Holder Group, the Company reached the conclusion that pursuing a plan pathway presented unique challenges for the Company in light of the composition of its creditor constituencies, the lack of necessary consensus to achieve a feasible plan, and the nature of its contingent liabilities.

125. As a result, by July 2022, the Company determined to focus on a sale of its business through section 363 of the Bankruptcy Code (a “**363 Sale**”) as the most viable path forward. Thereafter, the Company evaluated 363 Sale proposals received from both the Ad Hoc First Lien Group and the Ad Hoc Cross-Holder Group, and ultimately determined to pursue a restructuring support agreement with the Ad Hoc First Lien Group (the “**RSA**”) memorializing the terms of a 363 Sale that would provide other bidders, including the Ad Hoc Cross-Holder Group, with the opportunity to submit higher or better bids.

### **C. The RSA and the Stalking Horse Bid**

126. Once the Debtors’ path towards a 363 Sale came into focus, the Debtors and the Ad Hoc First Lien Group worked to develop and negotiate the RSA, a sale term sheet (the “**Term Sheet**”) and bidding procedures. A copy of the RSA is attached hereto as Exhibit “H”. The centrepiece of



the RSA is a stalking horse bid (the “**Stalking Horse Bid**”) to be provided by one or more entities formed in a manner acceptable to the Ad Hoc First Lien Group (the “**Stalking Horse Bidder**” or the “**Purchaser**”) to purchase substantially all of the Company’s assets. The Stalking Horse Bid will provide a value “floor” to entice further bidding.

127. The Debtors determined that moving forward with the Stalking Horse Bid represents the best available path to address the Debtors’ challenges. The Stalking Horse Bid, if consummated, would ensure that the Debtors’ business continues as a going concern, save over a thousand jobs, and enable the Purchaser to fund over time hundreds of millions of dollars of consideration to be placed in trusts for certain Opioid Plaintiffs who elect to voluntarily participate in such trusts.

128. As more fully set forth in the RSA, the Stalking Horse Bid includes an offer to purchase substantially all of the Debtors’ assets for an aggregate purchase price composed of (a) a credit bid in full satisfaction of the Prepetition First Lien Indebtedness (approximately \$6 billion), (b) \$5 million in cash on account of certain unencumbered Transferred Assets (as defined in the RSA), (c) \$122 million to wind-down the Debtors’ operations following the sale closing date (the “**Wind-Down Amount**”), (d) pre-closing professional fees, and (e) the assumption of certain liabilities. As part of the Stalking Horse Bid, the Stalking Horse Bidder will also make offers of employment to all of the Company’s active employees.

129. To ensure that the Stalking Horse Bid is the highest or otherwise best offer for the Company’s assets, the Debtors have developed bidding and auction procedures (the “**Bidding Procedures**”) that will facilitate a competitive process for the Company’s assets. As set forth in the Term Sheet, the Stalking Horse Bidder is not entitled to a break-up fee and is only entitled to reimbursement for reasonable and documented fees and expenses incurred by it in connection with,

among other things, the negotiation and execution of the Sale Transaction (as defined in the RSA) not to exceed \$7 million, to the extent not otherwise provided under the Cash Collateral Order. Furthermore, the Stalking Horse Bidder has agreed to act as the “back-up” bidder in the event it is not selected as the successful bidder pursuant to the Bidding Procedures. The Debtors plan to leverage the fulsome marketing materials that were previously prepared as they commence the 363 Sale process as soon as practicable after the Petition Date.

130. As described more fully in the First Day Declaration, the RSA contemplates that the Purchaser will furnish an avenue for certain holders of opioid-related claims against the Company (the “**Opioid Claimants**”) to voluntarily elect to receive consideration. The Ad Hoc First Lien Group has committed to cause the Purchaser, following the sale closing, to establish and fund trusts (comprised of a public opioid trust and private opioid trust) in the aggregate amount of \$550 million in cash consideration over ten years for the benefit of certain public and private Opioid Claimants (the “**Voluntary Opioid Trusts**”), which Opioid Claimants can voluntarily participate in at their election. Eligible Opioid Claimants who elect to participate in the Voluntary Opioid Trusts will affirmatively agree to release their opioid-related claims against, among others, the Debtors and the Prepetition First Lien Secured Parties and their released parties. As of the Petition Date, a total of 34 States (including the States comprising the State AG Committee) and the District of Columbia reached an agreement with the Ad Hoc First Lien Group regarding the terms of the Voluntary Opioid Trust for the benefit of governmental Opioid Claimants (the “**Public Trust**”).

131. The RSA and related transaction documents also require the Stalking Horse Bidder to provide the Wind-Down Amount to implement an orderly wind down of the Debtors’ operations following the closing of the transaction, subject to a budget. The Wind-Down Amount assumes a

nine month wind-down process and includes funding for various items such as director fees, professional fees, liquidation proceedings in non-U.S. jurisdictions, and other post-closing administrative expenses.

132. Following intensive negotiations, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, and other secured party representatives have consented to the Debtors' use of Cash Collateral in accordance with an agreed form of order. Consensual use of cash collateral will facilitate the Debtors' Chapter 11 Cases and lay the groundwork for a robust marketing and sale process.

## **VII. THE DEBTORS' PATH FORWARD**

133. The Debtors' objective in the Chapter 11 Cases is to complete an open and transparent sale and auction process that will allow them to maximize the value of their business. To achieve this objective, the Debtors will seek to forge as much consensus as possible among their stakeholders and take certain actions designed to clear a path toward a successful sale.

134. For example, as to the Ad Hoc Cross-Holder Group, the Debtors have attempted to facilitate the group's participation in the Debtors' process by (a) providing extensive diligence and access to management and the Debtors' professionals over numerous months, (b) negotiating at the outset of the Chapter 11 Cases a fair adequate protection package for the holders of Second Lien Notes, and (c) establishing an auction process with substantial runway for the Ad Hoc Cross-Holder Group, if it so desires, to prepare and submit its own bid.

135. As to the Opioid Plaintiffs, the Debtors have been engaged in focused and constructive discussions with the State AG Committee regarding consensual injunctive terms (the "**Voluntary**

**Operating Injunction**”) that would govern the conduct of the Debtors’ and their successors as it relates to opioid products. As of the Petition Date, the Ad Hoc First Lien Group, the Debtors and 34 States and the District of Columbia (the same parties that have reached an agreement on the terms of the Public Trust) reached an agreement with respect to the terms of the Voluntary Operating Injunction.

136. In addition, shortly after the Petition Date the Debtors intend to seek relief from the Bankruptcy Court to enjoin all Opioid Lawsuits filed against the Debtors by governmental plaintiffs (the “**Preliminary Injunction**”). The Preliminary Injunction against the Opioid Lawsuits is critical to the success of the Chapter 11 Cases as certain of the non-settling Opioid Plaintiffs may attempt to argue that their actions may be subject to the “police powers” exception to the Bankruptcy Code’s automatic stay. However, allowing such litigation to continue would significantly erode the Debtors’ liquidity throughout the Chapter 11 Cases and would distract management’s attention away from pursuing the sale process and managing the Debtors’ day-to-day operations.

137. Finally, the Debtors intend to file a motion seeking Bankruptcy Court approval to launch their 363 Sale process as embodied in the RSA. In this regard, the Debtors will request a bidding procedures hearing during which the Debtors will seek the Bankruptcy Court’s approval of the Debtors’ proposed sale process and the Stalking Horse Bid. The Debtors intend to conduct an open, transparent and fulsome sale and marketing process to ensure that the Debtors and their stakeholders receive the maximum value possible for their assets while preserving the Debtors’ business as a going concern (as a whole or in parts).

## **VIII. RELIEF SOUGHT IN THE CANADIAN RECOGNITION PROCEEDINGS**

### **A. Interim Order**

138. Paladin is seeking the Interim Order to provide for the Interim Stay in Canada. By operation of the Bankruptcy Code, the Debtors (including the Canadian Debtors) obtained the benefit of an automatic stay of proceedings upon the filing of the Petitions with the Bankruptcy Court. The Debtors are seeking entry of certain First Day Orders, including the Foreign Representative Order, at the First Day Hearing to be heard by the Bankruptcy Court in the coming days. If the Bankruptcy Court grants the requested orders, the orders are expected to be available shortly thereafter.

139. The Interim Stay provides for a stay of proceedings in favour of the Canadian Debtors, the Canadian Litigation Defendants and their respective directors and officers. The Interim Stay will give effect to the stay of proceedings in the Chapter 11 Cases and preserve the value of the Canadian Business in Canada until Paladin can be duly appointed as Foreign Representative by the Bankruptcy Court and return before this Court to seek the Initial Recognition Order and the Supplemental Order.

140. Since the Canadian Business is conducted primarily in Canada with counterparties located in Canada or other non-United States jurisdictions, it is important for the Canadian Debtors to be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order. Many of Paladin's contracts and agreements contain "*ipso facto*" clauses that purport to provide the counterparty with a termination right in the event of a bankruptcy or insolvency involving Paladin or its affiliates. The termination of critical agreements would impair Paladin's ability to carry on the Canadian Business in the ordinary course. It is critical to the preservation of

the value of the Canadian Business and Endo's broader restructuring efforts that the Interim Stay is granted to protect against the exercise of rights or remedies against the Canadian Debtors.

141. Under the proposed Interim Order and proposed Supplemental Order, Paladin is also seeking a stay of proceedings in Canada against the Canadian Litigation Defendants. The current Canadian Litigation Defendants are seven Debtors that are named as defendants in the Canadian Litigation. A stay of the Canadian Litigation in respect of the Canadian Litigation Defendants is necessary to preserve the value of the Company, ensure a level playing field among all creditors, reduce the ongoing costs incurred by the Company in defending the Canadian Litigation, and enable the company to focus its resources on pursuing a comprehensive restructuring in the Chapter 11 Cases.

142. Furthermore, Paladin is a defendant in each of the Canadian Opioid Lawsuits and it would be prejudicial and inefficient to permit the Canadian Opioid Lawsuits to continue against the other Canadian Litigation Defendants when the underlying claims against such entities are closely related to the claims against Paladin. The granting of a stay in favour of the Canadian Litigation Defendants is complimentary to and in furtherance of the stay of proceedings in favour of the Canadian Litigation Defendants as Debtors in the Chapter 11 Cases.

## **B. Recognition of Foreign Main Proceedings**

143. Pursuant to the proposed Initial Recognition Order, the Canadian Debtors seek recognition of the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors under Part IV of the CCAA. The Chapter 11 Cases have been commenced to preserve the value of the Company and provide a forum for the completion of a restructuring of the entire Endo group. The

Canadian Debtors are integrated members of the Endo group and seek recognition of the Chapter 11 Cases to preserve and protect the value of the Canadian Business in Canada while the Debtors pursue a global restructuring in the Chapter 11 Cases.

### **C. Recognition of First Day Orders**

144. The Debtors are seeking a number of interim and final orders (the “**First Day Orders**”) at the First Day Hearing with respect to the administration of the Chapter 11 Cases and the continued operation of the Debtors’ business during the Chapter 11 Cases.

145. The Debtors have filed six “administrative” motions that seek to (a) jointly administer the Chapter 11 Cases for procedural purposes only, (b) authorize the Debtors to file a consolidated list of creditors, (c) authorize the Debtors to retain Kroll Restructuring Administration LLC as claims and noticing agent, (d) authorize case management procedures, (e) extend the time period by which the Debtors must file their schedules and statements, and (f) enforce the automatic stay and related notice to non-debtor stakeholders.

146. The Debtors have filed ten “operational” motions that seek to (a) authorize the Debtors to continue using their Cash Management System, (b) authorize the Debtors to pay employees, (c) authorize the Debtors to maintain insurance coverage and pay related obligations, (d) authorize the Debtors to pay taxes and fees, (e) authorize the Debtors to pay utility providers and provide adequate assurance of payment to those utility providers, (f) authorize the Debtors to continue to maintain their customer programs, (g) authorize the Debtors to pay certain vendor claims, (h) establish procedures for trading in the Debtors’ equity securities, (i) authorize the Debtor’s foreign

representatives to act on their behalf in certain foreign proceedings, including the Canadian recognition proceedings; and (j) authorize the Debtors to use Cash Collateral.

147. I understand that the First Day Orders, if granted, will be attached to a subsequent affidavit to be filed with this Court. Paladin intends to seek recognition of the following First Day Orders if granted by the Bankruptcy Court:

- (a) *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;*
- (b) *Order (I) Extending the Time to File Schedules and Statements of Financial Affairs; (II) Extending the Time to File Reports of Financial Information Required Under Bankruptcy Rule 2015.3; (III) Waiving Requirement to File List of Equity Security Holders and Provide Notice of Commencement to Equity Security Holders; and (IV) Granting Related Relief;*
- (c) *Order (I) Enforcing and Restating Sections 362, 365, 525, and 541 of the Bankruptcy Code; (II) Approving Form and Manner of Notice to Non-U.S. Customers, Suppliers, and Other Stakeholders of the Debtors; (III) Approving Form and Manner of Notice to Non-U.S. Customers, Suppliers, and Other Stakeholders of the Non-Debtor Affiliates; and (IV) Granting Related Relief;*
- (d) *Interim 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;*
- (e) *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 20 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;*
- (f) *Interim Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Continue Employee Benefits Programs and Pay Related Administrative Obligations; (II) Authorizing Financial*



*Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief;*

- (g) *Order (I) Authorizing the Foreign Representatives to Act for the Debtors in Foreign Proceedings and (II) Granting Related Relief.*
- (h) *Order Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures;*
- (i) *Interim Order (I) Authorizing Debtors to Honor Prepetition Obligations to Customers and Related Third Parties and to Otherwise Continue Customer Programs; (II) Granting Relief from Stay to Permit Setoff in Connection with the Customer Programs; (III) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (IV) Granting Related Relief;*
- (j) *Interim Order (I) Authorizing Payment of Certain Prepetition Specified Trade Claims; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief;*
- (k) *Interim Order Authorizing (I) Debtors to Pay Certain Prepetition Taxes, Governmental Assessments, and Fees; and (II) Financial Institutions to Honor and Process Related Checks and Transfer Utilities Motion;*
- (l) *Interim Order Authorizing (I) the Debtors to Continue and Renew Their Insurance Programs and Honor all Obligations in Respect Thereof; (II) Financial Institutions to Honor and Process Related Checks and Transfers; and (III) the Debtors to Modify the Automatic Stay With Respect to Workers' Compensation Claims;*
- (m) *Order (I) Appointing Kroll Restructuring Administration LLC as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date; and (II) Granting Related Relief;*
- (n) *Interim Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities; and (II) Granting Related Relief;*
- (o) *Interim Order (I) Authorizing the Debtors to (A) Continue Using Existing Cash Management Systems, Bank Accounts, and Business Forms and (B) Implement Changes to Their Cash Management System in the Ordinary Course of Business; (II) Granting Administrative Expense Priority for Postpetition Intercompany Claims; (III) Granting a Waiver With Respect to the Requirements of 11 U.S.C. § 345(b); and (IV) Granting Related Relief; and*
- (p) *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.*

**D. Appointment of Information Officer**

148. Paladin seeks the appointment of KSV as the Information Officer in this proceeding pursuant to the proposed Supplemental Order. KSV is a licensed trustee in bankruptcy in Canada with expertise in, among other things, cross-border restructuring proceedings, including acting as information officer in Canadian recognition proceedings under the CCAA.

149. KSV has consented to acting as Information Officer in this proceeding. I understand that a copy of the written consent will be included in Paladin's Application Record.

**E. Administration Charge**

150. The proposed Supplemental Order provides that Goodmans LLP, as Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer will be granted a charge in the maximum amount of CDN\$200,000 (the "**Administration Charge**") over the assets and property of the Canadian Debtors in Canada to secure the fees and disbursements of such professionals incurred in respect of these proceedings. For certainty, the proposed Administration Charge does not extend to the assets or property of any Debtors other than the Canadian Debtors. The Administration Charge is proposed to rank in priority to all other encumbrances in respect of the Canadian Debtors. I believe that the amount of the Administration Charge is reasonable in the circumstances, having regard to the size and complexity of these proceedings and the roles that will be required of Canadian counsel to the Canadian Debtors and the proposed Information Officer and its counsel.

**IX. CONCLUSION**

151. I believe that the relief sought in the proposed Interim Order, Initial Recognition Order and Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for the benefit of a broad range of stakeholders. The requested relief will provide the Endo group, including the Canadian Debtors and the Canadian Litigation Defendants, with the opportunity to pursue a comprehensive restructuring in the Chapter 11 Cases with a view to emerging as a strong and sustainable enterprise.

SWORN BEFORE ME by videoconference on this 17<sup>th</sup> day of August, 2022. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affidavit was located in the City of Pincourt in the Province of Quebec and I was located in the City of Toronto in the Province of Ontario.



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Commissioner for Taking Affidavits  
(or as may be)

Andrew Harmes  
LSO#73221A

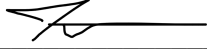


Digitally signed by  
Daniel Vas  
Date: 2022.08.17  
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Daniel Vas

**THIS IS EXHIBIT "G"**  
**TO THE AFFIDAVIT OF ERIK AXELL**  
**SWORN BEFORE ME**  
**THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

Court File No. CV-22-00685631-00CL

**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

**SECOND AFFIDAVIT OF DANIEL VAS  
(Sworn October 7, 2022)**

I, Daniel Vas, of the City of Pincourt, in the Province of Quebec, MAKE OATH  
AND SAY:

1. I am a director of Paladin Labs Inc. ("**Paladin**") and Paladin Labs Canadian Holding Inc. (together with Paladin, the "**Canadian Debtors**"). I am also the Executive Director of Finance of Paladin and have served in that position since 2020. I have been employed by Paladin since 2008 and have served in a number of finance roles prior to becoming Executive Director of Finance. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources I believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

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2. On August 16, 2022 (the “**Petition Date**”), Endo International plc (“**Endo Parent**”) and certain of its affiliates, including the Canadian Debtors (collectively, the “**Debtors**”) commenced cases (the “**Chapter 11 Cases**”) under chapter 11 of the United States Code (the “**Bankruptcy Code**”) by filing voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Chapter 11 Cases have been assigned to the Honourable Judge James L. Garrity, Jr.

3. Following a hearing in respect of the Debtors’ First Day Motions on August 18, 2022 (the “**First Day Hearing**”), the Bankruptcy Court granted certain First Day Orders, including the Foreign Representative Order authorizing Paladin to act as the foreign representative of the Chapter 11 Cases (the “**Foreign Representative**”) for purposes of these Canadian recognition proceedings.

4. Paladin, in its capacity as Foreign Representative, brought an application before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for recognition of the Chapter 11 Cases under Part IV of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). On August 19, 2022, the Honourable Chief Justice Morawetz granted the following orders:

- (a) an Initial Recognition Order (Foreign Main Proceedings) (the “**Initial Recognition Order**”), *inter alia*, recognizing Paladin as the “foreign representative” in respect of the Chapter 11 Cases and the Chapter 11 Cases as a “foreign main proceeding” as those terms are defined in section 45 of the CCAA; and
- (b) a Supplemental Order (Foreign Main Proceedings) (the “**First Supplemental Order**”), *inter alia*:

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- (i) recognizing certain First Day Orders of the Bankruptcy Court;
- (ii) ordering a stay of proceedings in respect of the Canadian Debtors, any subsidiary, affiliate or related party of Endo Parent or the Canadian Debtors that is named as a defendant in the Canadian litigation proceedings (the “**Canadian Litigation Defendants**”), and the directors and officers of the Canadian Debtors and the Canadian Litigation Defendants; and
- (iii) appointing KSV Restructuring Inc. as information officer in respect of these Canadian recognition proceedings (the “**Information Officer**”).

5. Copies of the Initial Recognition Order and the First Supplemental Order (without schedules other than Schedule “A”) are attached hereto as Exhibits “A” and “B”, respectively.

6. This affidavit is sworn in support of a motion by the Foreign Representative for an Order (the “**Second Supplemental Order**”) recognizing and enforcing certain orders (the “**Second Day Orders**”) entered by the Bankruptcy Court following a hearing held on September 28, 2022 (the “**Second Day Hearing**”).

7. Background information with respect to the Debtors, the reasons for the initiation of the Chapter 11 Cases, and the Canadian Debtors and the Canadian Business is set out in my affidavit sworn August 17, 2022 (the “**First Affidavit**”). Capitalized terms used and not defined herein have the meanings given to them in my First Affidavit.

## **I. UPDATE ON THE CHAPTER 11 CASES**

8. Following the initiation of the Chapter 11 Cases, the Debtors have continued to operate their business in the ordinary course, communicate with their stakeholders, and advance their restructuring objectives, including seeking the Second Day Orders from the Bankruptcy Court.

9. On September 2, 2022, the United States Trustee for Region 2 (the “**U.S. Trustee**”) appointed (a) an Official Committee of Unsecured Creditors (the “**UCC**”), and (b) an Official Committee of Opioid Claimants (the “**OCC**” and, together with the UCC, the “**Statutory Committees**”).

10. The Multi-State Endo Executive Committee (the “**Multi-State EC**”), comprised of seven states who act as a steering committee on behalf of certain state Attorneys General that had not settled their states’ claims against the Debtors at the commencement of the Chapter 11 Cases, has also formed in the Chapter 11 Cases. The Multi-State EC is not a statutory “committee” for purposes of the Bankruptcy Code.

11. Since the commencement of the Chapter 11 Cases, the Debtors and their advisors have been working to provide their stakeholders and parties in interest, including the Ad Hoc First Lien Group, the Statutory Committees, the Multi-State EC and the U.S. Trustee, with information regarding the Debtors and their restructuring initiatives and to respond to diligence requests.

12. On September 13, 2022, the Debtors filed a Notice of Adjournment indicating that the Second Day Hearing, originally scheduled for September 21, 2022, had been rescheduled to September 28, 2022.



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13. A meeting of the Debtors' creditors was held on September 19, 2022 in accordance with section 341 of the Bankruptcy Code.

14. The Second Day Hearing of the Bankruptcy Court was heard by Judge Garrity on September 28, 2022. Prior to the Second Day Hearing, the Debtors resolved a number of objections to the proposed Second Day Orders through discussions with their stakeholders. As a result, most of the Second Day Orders were issued by the Bankruptcy Court without opposition. Objections to aspects of certain other Second Day Orders – including objections with respect to the Future Claimants Representative Order and the Second Interim Wages Order (each as described below) – were addressed and determined by the Bankruptcy Court at the Second Day Hearing.

15. The Second Day Orders of the Bankruptcy Court for which the Foreign Representative seeks recognition in Canada pursuant to the Second Supplemental Order are described in Section III of this affidavit.

16. As described in my First Affidavit, and in the First Day Declaration of Mark Bradley filed in support of the Chapter 11 Cases, the Debtors are pursuing a restructuring under the terms of a restructuring support agreement (the “**RSA**”) with the Ad Hoc First Lien Group that contemplates a credit bid acquisition of substantially all of the Debtors' assets by an entity formed by the Ad Hoc First Lien Group, which will serve as a stalking horse bid (the “**Stalking Horse Bid**”) in a post-petition bidding and auction process to be conducted in the Chapter 11 Cases.

17. The Debtors and their advisors are continuing to advance the restructuring process, including negotiating the definitive purchase and sale agreement for the Stalking Horse Bid with the Ad Hoc First Lien Group; updating the proposed Bidding Procedures contained in the RSA to

reflect certain feedback from stakeholders; and preparing information and materials for provision to potential purchasers in connection with the bidding and auction process. The Debtors intend to seek the Bankruptcy Court's approval of the Stalking Horse Bid and the Bidding Procedures on a subsequent motion to be brought in the Chapter 11 Cases.

## **II. UPDATE ON THE CANADIAN DEBTORS**

18. The Canadian Debtors have continued to operate the Canadian Business in the ordinary course following the initiation of the Chapter 11 Cases and these Canadian recognition proceedings. Paladin's stakeholders have generally been supportive of its efforts to continue normal course business operations. The Canadian Business has been cash-flow positive since the commencement of the Chapter 11 Cases.

19. Following the Petition Date, Paladin sent notices to its employees, customers and suppliers to inform them of its intention to continue normal course business operations during the Debtors' restructuring process. Paladin conducted a virtual "town-hall" meeting with its employees and its representatives have engaged in discussions with customers, suppliers and other stakeholders regarding the Chapter 11 Cases and the ongoing operations of the Canadian Business.

20. In addition, the Foreign Representative, with the assistance of the Information Officer, caused to be published, in accordance with the Initial Recognition Order, a notice of these proceedings once a week for two consecutive weeks in the Globe and Mail (National Edition) and Le Devoir.

21. Paladin has provided regular updates to the Information Officer with respect to the Canadian Business, including through regularly-scheduled discussions involving me, Paladin's legal counsel (Goodmans LLP) and the Information Officer.

### III. SECOND DAY ORDERS

22. Pursuant to the proposed Second Supplemental Order, the Foreign Representative seeks recognition by this Court of the following Second Day Orders that have been entered (or are anticipated to be entered) by the Bankruptcy Court, each of which is described in more detail below:

- (a) *Order (I) Appointing Roger Frankel as Future Claimants' Representative, Effective as of the Petition Date; and (II) Granting Related Relief* (the "**Future Claimants Representative Order**");
- (b) *Second Interim Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Continue Employee Benefit Programs and Pay Related Administrative Obligations; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief* (the "**Second Interim Wages Order**");
- (c) *Final Order (I) Authorizing Debtors to Honor Prepetition Obligations to Customers and Related Third Parties and to Otherwise Continue Customer Programs; (II) Granting Relief from Stay to Permit Setoff in Connection with Customer Programs; (III) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (IV) Granting Related Relief* (the "**Final Customer Programs Order**");
- (d) *Final Order (I) Authorizing Payment of Certain Prepetition Specified Trade Claims; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief* (the "**Final Vendor Order**");
- (e) *Final Order Authorizing (I) Debtors to Pay Certain Prepetition Taxes, Governmental Assessments, and Fees; and (II) Financial Institutions to Honour and Process Related Checks and Transfers* (the "**Final Taxes Order**");
- (f) *Final Order Authorizing (I) the Debtors to Continue and Renew Their Insurance Programs and Honour all Obligations in Respect Thereof; (II) Financial*

*Institutions to Honor and Process Related Checks and Transfers; and (III) the Debtors to Modify the Automatic Stay With Respect to Workers' Compensation Claims (the "Final Insurance Order");*

- (g) *Final Order (I) Authorizing the Debtors to (A) Continue Using Existing Cash Management Systems, Bank Accounts, and Business Forms and (B) Implement Changes to Their Cash Management System in the Ordinary Course of Business; (II) Granting Administrative Expense Priority for Postpetition Intercompany Claims; (III) Granting a Waiver With Respect to the Requirements of 11 U.S.C. § 345(b); and (IV) Granting Related Relief (the "Final Cash Management Order");*
- (h) *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"); and*
- (i) *Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Deeming Utilities Adequately Assured of Future Performance; and (III) Establishing Procedures for Determining Requests for Additional Adequate Insurance (the "Utilities Order").*

23. The Future Claimants Representative Order, the Second Interim Wages Order, the Final Customer Programs Order, the Final Vendor Order, the Final Taxes Order, the Final Insurance Order, and the Final Cash Management Order are attached hereto as Exhibits "C" to "I".

24. While the Debtors' motions for the De Minimis Assets Order and the Utilities Order were approved by the Bankruptcy Court at the Second Day Hearing, the applicable orders have not yet been entered. I understand that copies of the De Minimis Assets Order and the Utilities Order, when entered, will be provided to the Court in a separate affidavit.

25. At the Second Day Hearing, the Bankruptcy Court also heard the Debtors' motion 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**”).*

I understand that the U.S. Trustee objected to the Creditor Listing Order at the Second Day Hearing on the issue of whether it was appropriate for the Debtors to redact personally identifiable information of individual creditors and other stakeholders in various documents to be made publicly available in the Chapter 11 Cases. The Debtors' motion was taken under advisement by the Bankruptcy Court. The Foreign Representative intends to seek recognition of the Creditor Listing Order, if entered, on a subsequent motion in these proceedings.

26. The Debtors' motion for approval of the *Final Order (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* (the “**Final Cash Collateral Order**”) is scheduled to be heard by the Bankruptcy Court at a separate hearing on October 19, 2022. The Foreign Representative expects to seek recognition of the Final Cash Collateral Order, if granted by the Bankruptcy Court, on a subsequent motion in these proceedings.

27. My understanding of the Second Day Orders and related motions, and the Second Day Hearing, is based primarily on my discussions with and information provided by the Canadian Debtors' counsel, Goodmans LLP.

**A. Future Claimants Representative Order**

28. On August 17, 2022, the Debtors filed a motion (the “**FCR Motion**”) seeking an order authorizing the appointment in the Chapter 11 Cases of Roger Frankel as the future claimants’ representative (the “**FCR**”) to represent the interests of persons who, given the nature of their claims, may be unable to assert their claims and protect their interests in the Chapter 11 Cases. I understand that a copy of the FCR Motion will be provided to the Court in a separate affidavit.

29. In the FCR Motion, the Debtors asserted that a future claimants’ representative is appropriate when: (a) the injury is such that either (i) there is a potential latency period between the exposure and manifestation of an alleged harm, or (ii) the nature of the injury itself may make the injured party unable to identify or otherwise incapable of understanding the extent of harm and rights associated; and (b) no current party in the proceeding adequately represents the future claimants’ interests.

30. At the Second Day Hearing, the U.S. Trustee agreed that the appointment of an FCR would be appropriate in the circumstances but took the position that the Bankruptcy Court should establish a process to enable all parties in interest an opportunity to propose other qualified candidates to act as the FCR. The Bankruptcy Court overruled the objection and granted the Future Claimants Representative Order.

31. The Future Claimants Representative Order appoints Roger Frankel as the FCR, effective as of the Petition Date, on behalf of any “Future Claimants”, including Future Claimants with claims against the Canadian Debtors. The Future Claimants Representative Order defines a Future Claimant as an individual:

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- (a) who asserts one or more personal injury claims against a Debtor or a successor of the Debtors' businesses based on a Debtor's conduct either (i) before the effective date of the Debtors' plan of reorganization or liquidation, or such other date as the Bankruptcy Court may order (the "**Effective Date**") (as it relates to opioid products); or (ii) before the Petition Date (as it relates to transvaginal mesh and ranitidine products);
- (b) whose claims relate to opioid products, transvaginal mesh products, or ranitidine products; and
- (c) who could not be compelled by virtue of any bar order under applicable bankruptcy procedures to assert such claims in the Chapter 11 Cases or otherwise be barred from asserting such claims under applicable law because, among other reasons, the claimant: (i) was unaware of the injury as of the Effective Date; (ii) has a latent manifestation of the injury after the Effective Date; or (iii) as of the Effective Date, was otherwise unable or incapable of asserting such claims.

32. The Future Claimants Representative Order provides that the definition of Future Claimants is without prejudice to the rights of the Debtors, the OCC, the UCC, the Ad Hoc First Lien Group or the FCR to file a motion seeking to modify the definition of Future Claimants.

33. The Future Claimants Representative Order sets out the terms and conditions of the FCR's appointment, including that the FCR shall be entitled to retain professionals (with the prior approval of the Bankruptcy Court), shall have standing to be heard as a party-in-interest in all matters relating to the Chapter 11 Cases, and shall have such powers and duties of a committee, as set forth in section 1103 of the Bankruptcy Code, as are appropriate for an FCR.

## **B. Second Interim Wages Order**

34. At the First Day Hearing, the Bankruptcy Court considered the Debtors' Wages Motion, a copy of which is attached as Exhibit "F" to the affidavit of Nargis Fazli sworn August 18, 2022 in these proceedings. Capitalized terms used and not otherwise defined in this subsection B have the meanings given to them in the Wages Motion. The Interim Wages Order was entered by the

Bankruptcy Court on August 19, 2022 and recognized by this Court pursuant to the First Supplemental Order.

35. A number of parties in interest, including the U.S. Trustee, the OCC and the Multi-State EC, filed objections to the Debtors' proposed Final Wages Order. The objections related primarily to the terms of the proposed Final Wages Order authorizing the Debtors to make certain bonus, retention and severance payments. To provide the Statutory Committees with additional time to perform due diligence with respect to the subject matter of the Wages Motion, the Debtors agreed to adjourn the final hearing on the Wages Motion and to instead seek entry of the Second Interim Wages Order at the Second Day Hearing. The final relief on the Wages Motion has been adjourned to November 10, 2022 and the Debtors will seek additional interim relief at the Bankruptcy Court hearing on October 13, 2022.

36. The Second Interim Wages Order authorizes the Debtors to, among other things and subject to any interim and final orders, as applicable, approving the use of cash collateral (the "**Cash Collateral Order**"): (a) pay all amounts required under or related to their Compensation and Benefit Programs, including any Prepetition Employee Obligations and any prepetition Processing Costs, provided that, during the period from September 28, 2022 through October 13, 2022, such payments on account of Employee Bonus Plans, Non-Insider Retention Programs, and payments that exceed the Employee Cap shall be limited to US\$372,998.00 in the aggregate as set forth in the Schedule of Second Interim Payments attached as Exhibit 1 to the Second Interim Wages Order; (b) continue to pay and honour their obligations arising under their Compensation and Benefit Programs as such programs were in effect as of the Petition Date and, 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, replace, modify, supplement or terminate such Compensation and Benefit Programs in the ordinary course of business, provided, *inter alia*, that the Second Interim Wages Order does not authorize any action that is otherwise prohibited by the Bankruptcy Code; and (c) 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.

37. The Second Interim Wages Order provides that (a) pending entry of the Final Wages Order, the Debtors are not authorized to remit, pay, satisfy or honour prepetition or postpetition obligations that have accrued or will accrue on account of Outside Director Compensation, Outside Director Expenses, or the Severance Plan, and (b) the Debtors will not make any payments of Spot Awards or under any Employee Bonus Plans or Retention Programs to insiders without further order of the Bankruptcy Court. The Second Interim Wages Order preserves the rights of all parties in interest to object to payments that the Debtors have made or are seeking to make, upon entry of the Final Wages Order, under the Employee Bonus Plans, Non-Insider Retention Programs, Severance Plans, and in excess of the Employee Cap.

### **C. Final Customer Programs Order**

38. To preserve the Debtors' critical relationships with their customers, in the ordinary course of business the Debtors provide certain programs, practices, incentives, discounts, promotions and other accommodations (collectively, the "**Customer Programs**"). The Final Customer Programs Order authorizes the Debtors to, among other things and subject to the Cash Collateral Order: (a) continue the Customer Programs in the ordinary course of business and to perform and honour all prepetition obligations thereunder, (b) continue utilizing third parties in connection with

administering the Customer Programs and to pay prepetition amounts owing in the ordinary course of business to third parties in connection with administering the Customer Programs, and (c) continue, renew, replace, modify, revise and/or terminate their Customer Programs as they deem appropriate, in their sole discretion and in the ordinary course of business.

#### **D. Final Vendor Order**

39. The Final Vendor Order authorizes the Debtors, subject to the Cash Collateral Order, to pay prepetition Specified Trade Claims, comprised of:

- (a) Lienholder Claims, being claims by vendors that provide shipping, transport, warehouses, freight forwarding, and mechanical services who have lien rights under applicable non-bankruptcy law;
- (b) 503(b)(9) Claims, being claims by vendors based on the delivery of goods or materials within 20 days before the Petition Date;
- (c) Foreign Vendor Claims, being claims by third-party vendors that have minimal or no assets in the United States; and
- (d) Critical Vendor Claims, being claims by suppliers of equipment, goods, and services essential to the Debtors' business that are not otherwise Lienholders, 503(b)(9) Vendors, or Foreign Vendors.

40. The Final Vendor Order provides that the aggregate payments in respect of Critical Vendor Claims shall not exceed US\$30 million (the “**Critical Vendors Claims Cap**”). In the event that the Debtors will exceed the Critical Vendors Claims Cap, the Debtors are required to provide notice to the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the UCC, the OCC and the U.S. Trustee of their intent to do so. The Debtors would then file a proposed order with the Bankruptcy Court increasing the Critical Vendors Claims Cap.

41. The Final Vendor Order provides that the Debtors may condition payment of any Specified Trade Claims upon agreement by the applicable vendor to continue to supply goods or services to

the Debtors on customary trade terms or such other terms as may be acceptable to the Debtors. Except as otherwise permitted under the Final Vendor Order, the Debtors must condition payment of any Specified Trade Claims on the vendor entering into a Trade Agreement in the form attached to the Final Vendor Order.

42. As described in my First Affidavit, the Canadian Business depends on a consistent supply of goods and services from a number of third party suppliers. Many of the critical suppliers of the Canadian Business constitute “Foreign Vendors” for purposes of the Final Vendor Order. In accordance with the Interim Vendor Order recognized by this Court pursuant to the First Supplemental Order, Paladin has paid certain prepetition obligations owing to its critical vendors to ensure the continued operation of the Canadian Business without disruption.

#### **E. Final Taxes Order**

43. The Final Taxes Order authorizes the Debtors, subject to the Cash Collateral Order, to pay Taxes and Fees, without regard to whether such Taxes and Fees accrued or arose before, on, or after the Petition Date. “Taxes and Fees” is broadly defined as including income taxes, licence and reporting fees, gross receipt taxes, good and services taxes, regulatory fees, real and personal property taxes, sales and use taxes, and any other types of taxes, fees, assessments, or similar charges in respect of such taxes and fees. The Final Taxes Order provides that the Debtors shall not accelerate or pay any prepetition Taxes before such amounts are due and payable.

44. Paladin incurs various obligations for Taxes and Fees in the operation of the Canadian Business, including sales taxes (good and services taxes, harmonized sales taxes and Quebec sales tax), federal and provincial income taxes, and regulatory fees. Paladin is current on all tax

remittances and has continued to pay taxes and fees when due during the Chapter 11 Cases in accordance with the Interim Taxes Order.

**F. Final Insurance Order**

45. The Final Insurance Order authorizes the Debtors, among other things and subject to the Cash Collateral Order to (a) continue the Insurance Policies, workers' compensation insurance policies, Bonding Program and Letters of Credit (collectively, the "**Insurance Programs**") without interruption and in accordance with the same practices and procedures in effect prior to the Petition Date; (b) pay prepetition and postpetition obligations that may be owed in connection with the Insurance Programs; and (c) in consultation with the Ad Hoc First Lien Group, the UCC and the OCC, renew or obtain new Insurance Policies or execute other agreements in connection with their Insurance Programs.

46. The Insurance Policies maintained by the Debtors include coverage to the Debtors for, among other things, general liability, products liability, cyber, crime, casualty, workers' compensation and employment practices liability, directors' and officers liability, first-party property losses, and various other liability and property losses. Most of the Debtors' insurance policies are in the name of Endo Parent and provide certain coverage for its subsidiaries and affiliates. Paladin is the named insured under (a) a general liability insurance policy issued by Chubb Insurance Company of Canada, and (b) a fronted products liability policy issued by ACE American Insurance Company. Both policies were renewed by Paladin prior to their expiry on September 25, 2022 in accordance with the Interim Insurance Order recognized by this Court pursuant to the First Supplemental Order.

**G. Final Cash Management Order**

47. As described in my First Affidavit, Paladin is an integrated participant in the centralized cash management system operated by Endo (the “**Cash Management System**”), although Paladin’s bank accounts are not subject to the cash pooling arrangements involving the Company’s U.S.-based entities. Paladin also participates in Endo’s system of transactions between Company entities (the “**Intercompany Transactions**”) that may result in claims as between different entities in the corporate group (the “**Intercompany Claims**”).

48. The Final Cash Management Order authorizes the Debtors, among other things and subject to the Cash Collateral Order, to (a) continue operating the Cash Management System, including through Intercompany Transactions, and to make ordinary course changes to the Cash Management System, provided that the Debtors shall provide reasonable notice to counsel to the Ad Hoc First Lien Group, counsel to the UCC, counsel to the OCC, counsel to the FCR and the U.S. Trustee prior to making any material changes; and (b) open any new bank accounts or close any existing bank accounts as they deem necessary and appropriate, subject to certain stakeholder notice and consultation rights set out in the Final Cash Management Order.

49. The Final Cash Management Order also authorizes the Debtors to continue Intercompany Transactions in the ordinary course of business, including with the Non-Debtor Affiliates, and to honour and make payments in respect of Intercompany Claims arising after the Petition Date in accordance with the Intercompany Transactions and past practice, provided that the Debtors shall obtain either (a) the consent of the UCC, the OCC, the FCR and the Ad Hoc First Lien Group, or (b) 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

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Intercompany Transactions between Debtors and Indian Non-Debtor Affiliates in excess of amounts set forth in the Approved Budget (as defined in the Cash Collateral Order).

50. In order to preserve the relative values of the Debtors' estates, the Final Cash Management Order provides that 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 protections claims, granted pursuant to the Cash Collateral Order.

51. Paladin has continued to engage in Intercompany Transactions during the Chapter 11 Cases, in accordance with the Interim Cash Management Order recognized by this Court pursuant to the First Supplemental Order. These Intercompany Transactions relate primarily to Paladin's existing product distribution agreements with other Endo entities. Paladin has the authority to settle the Intercompany Claims arising from such Intercompany Transactions in the normal course during the Chapter 11 Cases. Paladin has not advanced or repaid any Intercompany Loans during the Chapter 11 Cases.

#### **H. De Minimis Assets Order**

52. The Debtors' motion for the De Minimis Assets Order was granted by the Bankruptcy Court at the Second Day Hearing. As of the date of this affidavit, the order has not yet been entered. The proposed De Minimis Assets Order authorizes the Debtors to, among other things: (a) use, sell, acquire, invest or transfer assets or business lines of *de minimis* value that are not included in the Stalking Horse Bid (the "**De Minimis Assets**") to a single party or group of related parties with an aggregate sale price of not more than US\$2 million, free and clear of Liens and without the

need for further Court approval, with such Liens attaching to the applicable proceeds; (b) acquire De Minimis Assets in any individual transaction or series of related transactions with an aggregate sale prices of not more than US\$2 million 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) pay the reasonable and necessary fees and expenses incurred in connection with the use, sale, transfer or acquisition of De Minimis Assets.

53. The proposed De Minimis Assets Order defines and prescribes De Minimis Asset Transaction Procedures governing the use, sale, acquisition or transfer of De Minimis Assets by the Debtors, and De Minimis Asset Abandonment Procedures governing the abandonment of De Minimis Assets by the Debtors. These procedures provide certain consultation rights in favour of the Ad Hoc First Lien Group, the UCC and the OCC and, in the case of (a) the use, sale, acquisition or transfer of De Minimis Assets with a transaction value greater than US\$500,000, or (b) the abandonment of De Minimis Assets, the Debtors are required to provide prescribed advance notice to certain notice parties set out in the De Minimis Assets Order prior to taking such actions.

54. Paragraph 5 of the Initial Recognition Order granted by this Court provides that, except with leave of the Court, each of the Canadian Debtors is prohibited from selling or otherwise disposing of (a) outside of the ordinary course of its business, any of its property in Canada that relates to the business, and (b) any of its other property in Canada.

55. The Second Supplemental Order grants recognition of the De Minimis Assets Order and authorizes the Canadian Debtors to deal with their Property in accordance with the De Minimis Assets Order notwithstanding paragraph 5 of the Initial Recognition Order, provided that a Canadian Debtor shall provide not less than seven days' advance notice to the Information Officer

prior to taking any action with respect to its Property pursuant to the De Minimis Assets Order. This will provide the Information Officer with the opportunity to review and consider any such transaction and, if necessary, raise any objections with the Canadian Debtors or this Court prior to the completion of the applicable transaction.

56. The Canadian Debtors submit that this approach embodied in the Second Supplemental Order is (a) consistent with the principles of comity and the recognition of Bankruptcy Court orders granted in a foreign main proceeding, (b) appropriate to enable the Canadian Debtors to deal with any De Minimis Assets in an efficient and cost-effective manner, (c) protective of the rights of Canadian stakeholders by virtue of the requirement for advance notice to the Information Officer, and (d) consistent with the relief commonly granted in initial orders in plenary CCAA proceedings permitting debtor companies to dispose of non-material assets without further Order of the Court.

## **I. Utilities Order**

57. The Debtors' motion for the Utilities Order was granted by the Bankruptcy Court at the Second Day Hearing. As of the date of this affidavit, the order has not yet been entered. The proposed Utilities Order provides that, among other things and subject to the Cash Collateral Order: (a) the Debtors' Utility Providers are 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 or from requiring any deposit or security for continued service other than the Adequate Assurance Procedures set forth in the Utilities Order; (b) the Debtors shall deposit a sum equal to US\$133,471 (subject to adjustment in accordance with the Utilities Order, the "**Adequate Assurance Deposit**") into an existing account of the Debtors that is not being used for operations during the Chapter 11 Cases, which Adequate Assurance Deposit shall be allocated for,



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and be payable to, each Utility Provider in the amounts set forth in Exhibit 1 to the Utilities Order; (c) 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 after the Petition Date; and (d) any Utility Provider seeking additional adequate assurance of payment must do so in accordance with the Adequate Assurance Procedures set forth in the Utilities Order.

#### IV. CONCLUSION

58. I believe that the relief sought in the proposed Second Supplemental Order is appropriate to preserve the value of the Canadian Debtors and the Canadian Business for the benefit of a broad range of stakeholders. The requested relief will enable the continued operation of the Canadian Business in the ordinary course while Endo pursues a restructuring in the Chapter 11 Cases.

SWORN BEFORE ME by videoconference  
on this 7<sup>th</sup> day of October, 2022. This  
affidavit was commissioned remotely in  
accordance with O. Reg. 431/20,  
Administering Oath or Declaration  
Remotely. The affiant was located in the  
City of Pincourt in the Province of Quebec  
and I was located in the City of Toronto in  
the Province of Ontario.



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Commissioner for Taking Affidavits  
(or as may be)

Andrew Harmes LSO#73221A

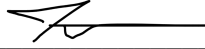


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Daniel Vas

**THIS IS EXHIBIT “H”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

Court File No. CV-22-00685631-00CL

**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 ANDREW HARMES**  
(Sworn November 23, 2022)

I, Andrew Harmes, 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. (together with Paladin, the "**Canadian Debtors**"), 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 Affidavit of Daniel Vas sworn August 17, 2022, a copy of which is attached (without exhibits) to this affidavit as Exhibit "A".

2. On August 16, 2022 (the "**Petition Date**"), Endo International plc and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**") commenced cases (the "**Chapter 11 Cases**") under chapter 11 of the United States Code (the "**Bankruptcy Code**") by

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filing voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

3. Paladin, in its capacity as the foreign representative of the Chapter 11 Cases (the “**Foreign Representative**”), brought an application before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for recognition of the Chapter 11 Cases under Part IV of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). On August 19, 2022, Chief Justice Morawetz granted:

- (a) an Initial Recognition Order (Foreign Main Proceeding) (the “**Initial Recognition Order**”), *inter alia*, recognizing the Chapter 11 Cases as a “foreign main proceeding” pursuant to section 45 of the CCAA; and
- (b) a Supplemental Order (Foreign Main Proceeding) (the “**First Supplemental Order**”), *inter alia*, ordering a stay of proceedings in respect of the Canadian Debtors and the Canadian Litigation Defendants and appointing KSV Restructuring Inc. as information officer in respect of these Canadian recognition proceedings (the “**Information Officer**”).

4. Copies of the Initial Recognition Order and the First Supplemental Order (without schedules other than Schedule “A”) are attached hereto as Exhibits “B” and “C”, respectively.

5. On October 13, 2022, this Court granted a Second Supplemental Order recognizing and enforcing certain “Second Day Orders” entered by the Bankruptcy Court following a hearing held on September 28, 2022 (the “**Second Day Hearing**”).

6. This affidavit is filed in support of a motion made by the Foreign Representative for an Order (the “**Third Supplemental Order**”) recognizing and enforcing in Canada the following orders entered by the Bankruptcy Court in the Chapter 11 Cases:

- (a) *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**”);*
- (b) *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**”);*
- (c) *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**”);*
- (d) *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**”); and*
- (e) *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**”).*

7. The De Minimis Assets Order, the Creditor Listing Order, the Final Cash Collateral Order, the Combined Wages Order and the Final Wages Order are each described below.

**A. De Minimis Assets Order**

8. The De Minimis Assets Order is described at paragraphs 52 to 56 of the affidavit of Daniel Vas sworn October 7, 2022. The Debtors' motion for the De Minimis Assets Order was granted by the Bankruptcy Court at the Second Day Hearing, but the De Minimis Assets Order had not yet been entered by the Bankruptcy Court at the time that this Court granted the Second Supplemental Order.

9. The Bankruptcy Court entered the De Minimis Assets Order on November 16, 2022, a copy of which is attached hereto as Exhibit "D".

10. The De Minimis Assets Order authorizes the Debtors to, among other things: (a) use, sell, acquire, invest or transfer assets or business lines of *de minimis* value 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 of not more than US\$2 million, free and clear of Liens (as defined in the De Minimis Assets Order) and without the need for further Court approval, with such Liens attaching to the applicable proceeds with the same validity and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (b) acquire 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 prices of not more than US\$2 million 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) pay the reasonable and necessary fees and expenses incurred in connection with the use, sale, transfer or acquisition of De Minimis Assets.

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11. The De Minimis Assets Order defines and prescribes (a) De Minimis Asset Transaction Procedures governing the use, sale, transfer or acquisition of De Minimis Assets by the Debtors, and (b) De Minimis Asset Abandonment Procedures governing the abandonment of De Minimis Assets by the Debtors. These procedures provide certain consultation rights in favour of the Ad Hoc First Lien Group, the Official Committee of Unsecured Creditors (the “UCC”) and the Official Committee of Opioid Claimants (the “OCC”) and, in the case of (a) the use, sale, acquisition, investment or transfer of De Minimis Assets with a transaction value greater than US\$500,000, or (b) the abandonment of De Minimis Assets, the Debtors are required to provide prescribed advance notice to certain notice parties set out in the De Minimis Assets Order prior to taking such actions.

12. Paragraph 5 of the Initial Recognition Order provides that, except with leave of the Court, each of the Canadian Debtors is prohibited from selling or otherwise disposing of (a) outside of the ordinary course of its business, any of its property in Canada that relates to the business, and (b) any of its other property in Canada.

13. The proposed Third Supplemental Order grants recognition of the De Minimis Assets Order and authorizes the Canadian Debtors to deal with their Property in accordance with the De Minimis Assets Order notwithstanding paragraph 5 of the Initial Recognition Order, provided that a Canadian Debtor shall provide not less than seven days’ advance notice to the Information Officer prior to taking any action with respect to its Property pursuant to the De Minimis Assets Order. This will provide the Information Officer with the opportunity to review and consider any such transaction and, if necessary, raise any objections with the Canadian Debtors or this Court prior to the completion of the applicable transaction.

**B. Creditor Listing Order**

14. At the First Day Hearing, the Office of the United States Trustee (the “**U.S. Trustee**”) expressed concerns with respect to certain of the relief sought in the Debtors’ motion for the Creditor Listing Order (the “**Creditor Listing Motion**”), a copy of which is attached as Exhibit “E” to the affidavit of Nargis Fazli sworn August 18, 2022 filed in these proceedings. In particular, the U.S. Trustee objected to the scope of the Debtors’ proposed redactions to personally identifiable information (“**PII**”) in various lists, schedules and other documents to be made publicly available in the Chapter 11 Cases.

15. On August 24, 2022, the Bankruptcy Court entered an order granting certain unopposed relief requested by the Debtors in the Creditor Listing Motion.

16. In response to the concerns raised by the U.S. Trustee, the Debtors subsequently narrowed the relief requested pursuant to the Creditor Listing Motion with respect to the redaction of PII. A copy of the Debtors’ Reply dated September 26, 2022 in support of the Creditor Listing Motion is attached hereto as Exhibit “E”.

17. I understand that the U.S. Trustee objected to the Creditor Listing Order at the Second Day Hearing on the issue of whether it was appropriate for the Debtors to publicly redact the home and email addresses of individual stakeholders (such as creditors and employees) and the names and home and email addresses of individual litigation claimants. The OCC supported the redaction of PII as sought by the Debtors in the Creditor Listing Motion. The Bankruptcy Court reserved its decision at the Second Day Hearing.

18. On November 2, 2022, Judge Garrity issued a Memorandum Decision and Order (the “**Memorandum Decision**”) granting the relief sought by the Debtors in the revised Creditor



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Listing Motion. The Creditor Listing Order was issued by the Bankruptcy Court on November 11, 2022 to revise the Memorandum Decision (as revised, the “**Corrected Memorandum Decision**”) to address the inadvertent omission of Individual Litigation Claimants in Canada from the scope of authorized redactions in the Memorandum Decision. A copy of the Creditor Listing Order is attached hereto as Exhibit “F”. The Corrected Memorandum Decision is attached as Exhibit “A” to the Creditor Listing Order.

19. The Creditor Listing Order and the Corrected Memorandum Decision authorize the Debtors and Kroll Restructuring Administration LLC, as claims and noticing agent (the “**Claims and Noticing Agent**”), to:

- (a) redact the home addresses and email addresses of Individual Non-Litigation Claimants and Equity Holders (as those terms are defined in the Creditor Listing Motion) located in the United States, Canada, the United Kingdom and the European Union from any paper filed with the Bankruptcy Court and/or otherwise made publicly available by the Debtors and the Claims and Noticing Agent; and
- (b) redact the names, home addresses, and email addresses of the Individual Litigation Claimants located in the United States, Canada, the European Union and the United Kingdom, and the Named Individual Australian Litigation Claimants (as those terms are defined in the Creditor Listing Motion), from any paper filed with the Bankruptcy Court and/or otherwise made publicly available by the Debtors and the Claims and Noticing Agent.

20. The Creditor Listing Order and Corrected Memorandum Decision provide that the Debtors will provide unredacted filings to (x) the Bankruptcy Court, the U.S. Trustee, the UCC, the OCC

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and any other party designated by further order of the Bankruptcy Court, and (y) any other party in interest upon request made to the Debtors that the Debtors determine in good faith is reasonably related to the Chapter 11 Cases.

**C. Final Cash Collateral Order**

21. The Final Cash Collateral Order was entered by the Bankruptcy Court on October 20, 2022 following a hearing on October 19, 2022, and was amended on October 27, 2022. A copy of the Final Cash Collateral Order (as amended) is attached hereto as Exhibit “G”.

22. The Final Cash Collateral Order was entered on an unopposed basis, after objections of the UCC, the OCC and certain lenders holding first lien obligations of the Debtors who were not signatories to the RSA were resolved through consensual amendments agreed to by the Debtors and the Ad Hoc First Lien Group in advance of the hearing. Capitalized terms used in this Section C and not otherwise defined have the meanings given to them in the Final Cash Collateral Order.

23. The Final Cash Collateral Order authorizes the Debtors’ use of Cash Collateral (consisting of substantially all of the Debtors’ cash and as further defined in the Final Cash Collateral Order), during the period beginning on the Petition Date and ending on a Termination Date, in a manner consistent with the Final Cash Collateral Order and the Approved Budget. The Approved Budget may be modified from time to time by the Debtors with the prior written consent of the Ad Hoc First Lien Group, on reasonable notice to the Administrative Agent, the Ad Hoc Cross-Holder Group, the Committee Advisors, and the FCR Advisors. The Debtors are required to use Cash Collateral in accordance with the Approved Budget, subject to Permitted Variances tested bi-weekly (every other Friday), one week in arrears. The Debtors shall not permit: (a) for each applicable Budget Period, aggregate Actual Disbursements (excluding certain specified

- 9 -

disbursements) to be more than 120% of the projected disbursements set forth in the Approved Budget; and (b) the Debtors' unrestricted cash and cash equivalents to be less than US\$600 million at the end of any week (the "**Minimum Liquidity Amount**").

24. To protect their rights in the Prepetition Collateral to the extent of any Diminution in Value as a result of the Debtors' use of Cash Collateral, the Final Cash Collateral Order grants adequate protection to the Prepetition First Lien Secured Parties and the Prepetition Second Lien Notes Secured Parties. The rights of all parties, including the Committees, with respect to whether there has been or will be any Diminution in Value of the Prepetition Collateral (including Cash Collateral), including how Diminution in Value is to be measured or determined, are fully reserved and preserved pursuant to the Final Cash Collateral Order.

25. The adequate protection granted in favour of the Prepetition First Lien Secured Parties includes:

- (a) the granting of first-priority security interests (defined as the "**First Lien Adequate Protection Liens**") for the benefit of the Prepetition First Lien Secured Parties in (i) the Prepetition Collateral, and (ii) all of the Debtors' present and after-acquired real and personal property and rights of any kind or nature, wherever located (with certain exceptions and as defined collectively in the Final Cash Collateral Order as the "**Collateral**"), subject only to the Permitted Prior Liens and the Carve Out;
- (b) the granting of allowed superpriority administrative expense claims senior to any and all other administrative expense claims in the Chapter 11 Cases to the extent of any Diminution in Value (defined as the "**First Lien Adequate Protection Superpriority Claims**"), junior only to the Carve Out;

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- (c) First Lien Adequate Protection Payments, on the terms and conditions set forth in the Final Cash Collateral Order, consisting of cash payments by the Debtors of (i) all accrued and unpaid interest under the Credit Agreement and the First Lien Indentures to the date of the Interim Order, and (ii) on the last business day of each calendar month following entry of the Interim Order, all accrued and unpaid interest under the Credit Agreement (at the contractual rate plus 200 basis points) and under the First Lien Indentures (at the contractual rate plus 100 basis points); and
- (d) payment of the pre-petition and post-petition reasonable and documented fees and expenses of the Administrative Agent, the First Lien Indenture Trustee, the First Lien Collateral Trustee, and the Ad Hoc First Lien Group, on the terms and conditions set forth in the Final Cash Collateral Order.

26. The adequate protection granted in favour of the Prepetition Second Lien Notes Secured Parties includes:

- (a) the granting of security interests (defined as the “**Second Lien Adequate Protection Liens**”) on the Prepetition Collateral and the Collateral, junior only to the Permitted Prior Liens, the Carve Out, the First Lien Adequate Protection Liens and the Prepetition First Liens;
- (b) the granting of allowed superpriority administrative expense claims senior to any and all other administrative expense claims in the Chapter 11 Cases to the extent of any Diminution in Value, junior to the Carve Out and the First Lien Adequate Protection Superpriority Claims; and

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- (c) payment of the pre-petition and post-petition reasonable and documented fees and expenses of the Second Lien Indenture Trustee, the Second Lien Collateral Trustee, and the Ad Hoc Cross-Holder Group, on the terms and conditions set forth in the Final Cash Collateral Order.

27. The Final Cash Collateral Order provides that the Carve Out is senior and in priority 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.

28. As set out in additional detail in the Final Cash Collateral Order, the Carve Out is the sum of: (a) the fees and expenses of the Clerk of the Bankruptcy Court, the Office of the U.S. Trustee and any appointed trustee, in each case in accordance with applicable Bankruptcy Code provisions; (b) the allowed unpaid fees and expenses of the Debtor Professionals, the Committee Professionals and the FCR Professionals (collectively, the “**Professional Persons**”) 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 (which notice may be delivered following the occurrence and during the continuation of a Termination Event); (c) the allowed fees and expenses of the Professional Persons in an aggregate amount not to exceed US\$25 million incurred after the first business day following delivery by the Ad Hoc First Lien Group of a Carve-Out Trigger Notice; and (d) all amounts required to be paid by the Debtors to their investment banker, PJT Partners LP, and the transaction fees (if any) earned by the Committee Professionals or the FCR Professionals and payable under applicable Bankruptcy Code provisions.

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29. The Debtors' right to use Cash Collateral pursuant to the Final Cash Collateral Order shall automatically cease (except for purposes of funding the Carve Out as described in the Final Cash Collateral Order) on the Termination Date, being the earlier of (a) the effective date of any chapter 11 plan with respect to the Debtors confirmed by the Bankruptcy Court, and (b) five business days from the date on which written notice of the occurrence of any Termination Event is given by the Ad Hoc First Lien Group to the Debtors' counsel, each Committee's counsel, the FCR's counsel and the U.S. Trustee. The Termination Events set forth in the Final Cash Collateral Order include, among other things:

- (a) the Debtors' failure to comply with an Approved Budget (except with respect to Permitted Variances) or to maintain the Minimum Liquidity Amount;
- (b) the Debtors file a chapter 11 plan that is not acceptable to the Ad Hoc First Lien Group; or
- (c) the RSA between the Debtors and the Ad Hoc First Lien Group is terminated in accordance with its terms.

30. The Final Cash Collateral Order includes many other terms and provisions, including those providing that:

- (a) the respective rights of all parties with respect to the use and application of any Unencumbered Cash, if any, toward, among other things, the payment of administrative expense claims and claims from and after the Petition Date, are reserved;

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- (b) the stipulations, admissions and waivers contained in the Final Cash Collateral Order, including the Debtors' Stipulations, shall be binding upon all parties in interest unless an adversary proceeding or contested matter is filed by (i) any Committee or the FCR on or prior to January 20, 2023, or (ii) any other party in interest with proper standing within 75 calendar days of the entry of the Final Cash Collateral Order, provided that the Committees and the FCR will not object to entry of any bidding procedures order on the basis that the Challenge Period is pending;
- (c) none of the Collateral, the Prepetition Collateral or the Carve Out may be used for certain prescribed activities, including, without limitation, to investigate or pursue certain claims against any of the Prepetition Secured Parties or to invalidate or subordinate the Prepetition Secured Indebtedness or the Prepetition Liens, provided that no more than (i) US\$1 million of the proceeds of the Collateral or the Prepetition Collateral (including the Cash Collateral) in the aggregate may be used by any Committee, and (ii) US\$50,000 of the proceeds of the Collateral or the Prepetition Collateral (including the Cash Collateral) in the aggregate may be used by the FCR, in each case to investigate, during the Challenge Period, the validity and enforceability of the claims, liens or interest held by the Prepetition Secured Parties related to the Prepetition Secured Indebtedness; and
- (d) the First Lien Collateral Trustee and the Second Lien Collateral Trustee may credit bid up to the full amount of their applicable secured claims, in each case subject to and in accordance with the Prepetition Documents and the Intercreditor Agreements, provided that all rights of the Committees and the FCR with respect

to credit bidding and/or any credit bid are fully reserved as described in the Final Cash Collateral Order.

**D. Combined Wages Order and Final Wages Order**

31. The *Motion of the Debtors 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 Related Administrative Obligations; (II) Authorizing Financial Institutions to Honor and Process Related Check and Transfers; and (III) Granting Related Relief* (the “**Wages Motion**”) is attached as Exhibit “F” to the affidavit of Nargis Fazli sworn August 18, 2022 filed in these proceedings. Capitalized terms used in this Section D and not otherwise defined have the meanings given to them in the Wages Motion.

32. The Interim Wages Order entered by the Bankruptcy Court on August 19, 2022 was recognized by this Court pursuant to the First Supplemental Order. The Debtors obtained further interim relief from the Bankruptcy Court pursuant to three interim orders, including the Combined Wages Order, while they engaged in discussions with stakeholders to resolve various objections with respect to the granting of all requested relief in the Wages Motion on a final basis.

33. The Combined Wages Order was entered by the Bankruptcy Court on October 18, 2022. A copy of the Combined Wages Order is attached hereto as Exhibit “H”.



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34. The Combined Wages Order granted certain interim relief with respect to the Debtors' LTIP, Non-Insider Retention Programs, and Severance Plan, and final relief with respect to the other relief requested in the Wages Motion. The Combined Wages Order authorizes the Debtors to, among other things and subject to the Cash Collateral Order:

- (a) on a final basis, pay all amounts required under or related to the Compensation and Benefits Programs, including any Prepetition Employee Obligations, provided that the LTIP, Non-Insider Retention Programs and Severance Plan are approved on a further interim basis and payments thereunder during the Third Interim Period (as defined in the Combined Wages Order) ending November 10, 2022 are limited to US\$93,156 in the aggregate as set forth on a schedule to the Combined Wages Order;
- (b) on a final basis, pay all amounts required under or related to the Corporate IC Plan and Sales IC Plans, including any related Prepetition Employee Obligations associated therewith; and
- (c) on a final basis, subject to the interim restrictions set forth above in respect of the LTIP, Non-Insider Retention Programs, and Severance Plan, continue to pay and honour 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, upon notice to counsel to the Ad Hoc First Lien Group and counsel to any statutory committee appointed in the Chapter 11 Cases, to amend, renew, replace, modify, revise, supplement and/or terminate such Compensation and Benefits Programs in the ordinary course of business, provided that the Debtors

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shall consult with the Ad Hoc First Lien Group and any statutory committees prior to implementing any material modifications.

35. The Bankruptcy Court conducted a hearing on November 10, 2022 to hear the Debtors' motion for the Final Wages Order. In advance of the hearing, the Debtors were able to reach agreement with the UCC and the OCC on the revised form of Final Wages Order. The U.S. Trustee continued to object to final relief with respect to each of the LTIP, the Non-Insider Retention Programs, and the Severance Plan. On November 14, 2022, Judge Garrity rendered a *Memorandum Decision Authorizing Debtors to Continue Certain Employee Benefit Programs and Related Administrative Obligations* (the "**Wages Motion Decision**") overruling the objections of the U.S. Trustee and approving the Final Wages Order in the form sought by the Debtors.

36. A copy of the Wages Motion Decision is attached hereto as Exhibit "T". A copy of the Final Wages Order entered by the Bankruptcy Court on November 15, 2022 is attached hereto as Exhibit "J".

37. The Final Wages Order authorizes the Debtors to, among other things and subject to the Cash Collateral Order:

- (a) continue to pay and honour 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, 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

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business, provided that the Debtors shall consult with the Ad Hoc First Lien Group, the UCC and the OCC prior to implementing any material modifications;

- (b) pay all amounts required under or related to the LTIP, provided that LTIP grants issued in calendar year 2023 may not exceed US\$40 million in the aggregate and shall be awarded and paid consistently with historical practices;
- (c) 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 are authorized to make such payments as of December 30, 2023;
- (d) 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 US\$17 million in the aggregate, and provided further that the Debtors shall consult with 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 US\$5 million; and
- (e) 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.

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38. The Final Wages Order also provides that, to the extent any specifically identified employee is determined by a final order of any court of competent jurisdiction to have (a) knowingly participated in any criminal misconduct in connection with their 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 or to law enforcement authorities at any time during their employment with the Debtors, such specifically identified employee shall not be eligible to receive any payments approved by the Final Wages Order or any related interim orders.

SWORN BEFORE ME over  
videoconference by Andrew Harmes stated  
as being located in the City of Toronto, in  
the Province of Ontario, before me at the  
City of Toronto, in the Province of Ontario  
on November 23, 2022, in accordance with  
O. Reg 431/20, Administering Oath or  
Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)

Erik Axell

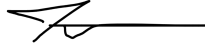
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Andrew Harmes

**THIS IS EXHIBIT “T”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

Court File No. CV-22-00685631-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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**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 AFFIDAVIT OF DANIEL VAS  
(Sworn April 18, 2023)**

I, Daniel Vas, of the City of Pincourt, in the Province of Quebec, MAKE OATH  
AND SAY:

1. I am a director of Paladin Labs Inc. ("**Paladin**") and Paladin Labs Canadian Holding Inc. ("**Paladin Holdings**" and, together with Paladin, the "**Canadian Debtors**"). I am also the Executive Director of Finance of Paladin and have served in that position since 2020. I have been employed by Paladin since 2008 and have served in a number of finance roles prior to becoming Executive Director of Finance. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources I believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein. Capitalized terms used and not defined herein have the meanings given to them in my affidavit sworn August 17, 2022.

## I. INTRODUCTION

2. On August 16, 2022 (the “**Petition Date**”), Endo International plc (“**Endo Parent**”) and certain of its affiliates, including the Canadian Debtors (collectively, the “**Debtors**”), commenced cases (the “**Chapter 11 Cases**”) under chapter 11 of the United States Code (the “**Bankruptcy Code**”) by filing voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Chapter 11 Cases are being overseen by the Honourable Judge James L. Garrity, Jr.

3. Following a hearing in respect of the Debtors’ First Day Motions on August 18, 2022, the Bankruptcy Court granted certain First Day Orders, including the Foreign Representative Order authorizing Paladin to act as the foreign representative of the Chapter 11 Cases (the “**Foreign Representative**”) for purposes of these Canadian recognition proceedings.

4. Paladin, in its capacity as Foreign Representative, brought an application before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for recognition of the Chapter 11 Cases under Part IV of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). On August 19, 2022, the Honourable Chief Justice Morawetz granted the following orders:

- (a) an Initial Recognition Order (Foreign Main Proceeding) (the “**Initial Recognition Order**”), *inter alia*, recognizing Paladin as the “foreign representative” in respect of the Chapter 11 Cases and the Chapter 11 Cases as a “foreign main proceeding” as those terms are defined in section 45 of the CCAA; and

- (b) a Supplemental Order (Foreign Main Proceeding), *inter alia*, appointing KSV Restructuring Inc. as information officer in respect of these Canadian recognition proceedings.

5. Since issuing the Supplemental Order (Foreign Main Proceeding), the Court has granted recognition to certain additional orders granted by the Bankruptcy Court in the Chapter 11 Cases pursuant to a Second Supplemental Order dated October 13, 2022 and a Third Supplemental Order dated November 29, 2022.

6. This affidavit is sworn in support of a motion by the Foreign Representative for a Fourth Supplemental Order, among other things, recognizing and enforcing the following orders of the Bankruptcy Court:

- (a) *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* (the “**Bidding Procedures Order**”), which was entered by the Bankruptcy Court on April 2, 2023; and
- (b) *Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Procedures for Filing Proofs of Claim; (III) Approving the Proof of Claims Forms; (IV) Approving the Form and Manner of Notice Thereof; and (V) Approving the Confidentiality Protocol* (the “**Bar Date Order**”), which was entered by the Bankruptcy Court on April 3, 2023.

7. Copies of the Bidding Procedures Order and the Bar Date Order are attached hereto as Exhibits “A” and “B”, respectively.

8. The Bidding Procedures Order approves a marketing and sale process for the Debtors’ business and assets underpinned by a Stalking Horse Bid from the Ad Hoc First Lien Group (each



as defined below). The Stalking Horse Bid is a credit bid of the Prepetition First Lien Indebtedness<sup>1</sup> in the principal amount of US\$5.9 billion, plus the assumption of assumed liabilities and additional cash consideration consisting of (a) US\$5 million on account of unencumbered transferred assets, and (b) a budget to fund an orderly wind down of the Debtors, in exchange for the acquisition of substantially all of the business and assets of the Debtors, including the Canadian Debtors. The Bidding Procedures Order sets forth the procedures for the sale process (and auction, if required) but does not approve the consummation of the Stalking Horse Bid or the resolutions reached between the Stalking Horse Bidder and key constituent groups in the Chapter 11 Cases (as described below).

9. The Bar Date Order establishes the procedures and deadlines for the submission of claims against the Debtors and the procedures for providing notice of the claims process to known and unknown creditors of the Debtors.

10. My understanding of the Bidding Procedures Order, the Bar Date Order and the related motions and documents described in this affidavit is based primarily on my discussions with and information provided by the Canadian Debtors' counsel, Goodmans LLP.

## II. STATUS OF THE CHAPTER 11 CASES

### A. General Overview

11. Concurrently with the commencement of the Chapter 11 Cases, the Debtors entered into a restructuring support agreement (the "**Original RSA**") with an ad hoc group consisting primarily

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<sup>1</sup> As such term is defined in the *Amended Final 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* entered by the Bankruptcy Court on October 27, 2022 (the "**Cash Collateral Order**").

of holders of first-lien indebtedness of the Debtors (the “**Ad Hoc First Lien Group**”). The Original RSA contemplated a credit bid acquisition of substantially all of the Debtors’ assets by Tensor Limited (the “**Stalking Horse Bidder**”), an entity formed by the Ad Hoc First Lien Group, whose bid would serve as a stalking horse bid (the “**Stalking Horse Bid**”) in a post-petition bidding and sale process (including an auction, to the extent necessary) to be conducted in the Chapter 11 Cases.

12. In furtherance of the restructuring contemplated by the Original RSA, the Debtors filed motions on November 23, 2022 for approval of the Bidding Procedures Order (the “**Bidding Procedures Motion**”) and for approval of the Bar Date Order (the “**Bar Date Motion**”).

13. On December 14, 2022, the Debtors filed the *Motion of Debtors for an Order Pursuant to Bankruptcy Code Section 1121(d) Extending the Debtors’ Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* (the “**Exclusivity Extension Motion**”) seeking an extension of the exclusive periods during which only the Debtors may file a chapter 11 plan and solicit acceptances thereof.

14. A number of the Debtors’ stakeholders filed objections to one or more of the Bidding Procedures Motion, the Bar Date Motion and the Exclusivity Extension Motion, including:

- (a) the Official Committee of Unsecured Creditors (the “**UCC**”);
- (b) the Official Committee of Opioid Claimants (the “**OCC**”);
- (c) the legal representative for future claimants appointed by the Bankruptcy Court (the “**FCR**”);

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- (d) an ad hoc group of holders of first-lien, second-lien and unsecured indebtedness of the Debtors (the “**Ad Hoc Cross-Holder Group**”);
- (e) an ad hoc group of holders of first-lien and certain other indebtedness of the Debtors who were not party to the Original RSA (the “**Non-RSA 1Ls**”);
- (f) an ad hoc group of unsecured noteholders of the Debtors;
- (g) the United States Trustee (the “**U.S. Trustee**”); and
- (h) certain distributors, manufacturers and pharmacies having business relationships with the Debtors (the “**DMPs**”).

15. A Bankruptcy Court hearing to consider the Bidding Procedures Motion and the Bar Date Motion was originally scheduled for December 15, 2022. However, the hearing was adjourned a number of times while the Debtors and the Ad Hoc First Lien Group continued to engage in discussions with the objecting parties and other stakeholders.

16. On January 23, 2023, the UCC and the OCC (collectively, the “**Committees**”) jointly filed the *Motion of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants For (I) Entry of an Order Granting Leave, Standing, and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors and (II) Settlement Authority in Respect of Such Claims* (the “**Joint Standing Motion**”). Pursuant to the Joint Standing Motion, the Committees sought standing to commence and prosecute three complaints related to the validity of the liens of the Prepetition First Lien Secured Parties (as defined in the Cash Collateral Order)

and one complaint related to prepetition compensation of the Debtors' executives and other personnel (the "**Challenge Complaints**").

17. On January 27, 2023, the Bankruptcy Court entered a *Stipulation and Order (A) Granting Mediation and (B) Referring Matters to Mediation* (the "**Mediation Order**") ordering a mediation (as defined in the Mediation Order, the "**Mediation**") among the Debtors, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the UCC, the OCC, the FCR, the Multi-State Endo Executive Committee (the "**Multi-State EC**"), and certain agencies of the United States of America. The Mediation Topics (as defined in the Mediation Order) included the Bidding Procedures Motion, the Exclusivity Extension Motion, and the Challenge Complaints. The Mediation was conducted by the Honourable Shelley C. Chapman, a retired U.S. Bankruptcy Judge for the Southern District of New York.

18. On March 3, 2023, the Debtors informed the Bankruptcy Court at a status conference that the Ad Hoc First Lien Group had reached resolutions in principle with the OCC, the UCC, the Ad Hoc Cross-Holder Group and the Non-RSA 1Ls that would resolve certain of those parties' objections relating to the Debtors' proposed marketing and sale process. The Debtors indicated that the resolutions in principle were supported by the Debtors and subject to definitive documentation.

19. On March 24, 2023, the following documents, among others, were filed with the Bankruptcy Court, each of which is described in more detail below:

- (a) *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding*

*Resolution of Joint Standing Motion and Related Matters* (the “**Resolution Stipulation**”), a copy of which is attached hereto as Exhibit “C” and which includes, as exhibits, copies of the term sheets memorializing the resolutions reached with the OCC and the UCC (the “**OCC Resolution Term Sheet**” and the “**UCC Resolution Term Sheet**,” respectively, and, together, the “**Committees Resolution Term Sheets**”); and

- (b) *Notice of Filing of Amended and Restated Restructuring Support Agreement*, containing an Amended and Restated Restructuring Support Agreement (the “**Amended RSA**”) which attaches, among other things, an amended restructuring term sheet, an amended wind-down budget, an Amended Voluntary Public/Tribal Opioid Trust Term Sheet (the “**Public/Tribal Opioid Term Sheet**”), and an amended Purchase and Sale Agreement (the “**Stalking Horse Agreement**”) setting forth the terms of the Stalking Horse Bid, a copy of which is attached hereto as Exhibit “D”.

20. A central element of the Resolution Stipulation is that the Stalking Horse Bidder has agreed, subject to the closing of the Stalking Horse Bid, to establish and fund voluntary trusts for the benefit of general unsecured creditors (referred to as the “**Voluntary GUC Creditor Trust**”) and for present private opioid claimants (referred to as the “**PPOC Trust**”). Eligible creditors will have the opportunity to voluntarily opt-in to the applicable trust and execute certain releases and will thereby be eligible to receive consideration from the applicable trust with respect to those creditors’ claims on the terms and conditions set forth in the Committees Resolution Term Sheets.

21. The Voluntary GUC Creditor Trust and the PPOC Trust are to be established in addition to the trusts to be established by the Stalking Horse Bidder for the benefit of certain public opioid claimants (the “**Public Opioid Trust**”) and tribal opioid claimants (the “**Tribal Opioid Trust**”) in the United States, the establishment of which was agreed to at the outset of the Chapter 11 Cases by the Ad Hoc First Lien Group (on behalf of the Stalking Horse Bidder) and the Multi-State EC as described in the Original RSA. The Multi-State EC is a committee of certain states in the United States that acts as a steering committee on behalf of certain state Attorneys General that had not resolved their respective state’s claims against the Debtors at the commencement of the Chapter 11 Cases.

22. In connection with the resolutions reached in the Mediation, the Ad Hoc First Lien Group (on behalf of the Stalking Horse Bidder) and the Multi-State EC agreed to certain modifications to the Public Opioid Trust and the Tribal Opioid Trust as described in the amended Public/Tribal Opioid Term Sheet. The amended Public/Tribal Opioid Term Sheet is attached as Exhibit “C” to the Amended RSA and is described in greater detail below.

23. As a result of the Mediation, the Debtors and the Ad Hoc First Lien Group agreed to certain amendments to the Original RSA and restructuring term sheet to resolve the objections of the Ad Hoc Cross-Holder Group and the Non-RSA 1Ls. As a result, any holder of Prepetition First Lien Indebtedness that executed the Amended RSA prior to the hearing of the Debtors’ Bidding Procedures Motion on March 28, 2023, is entitled to participate in the Amended RSA and the transactions contemplated thereby (including subscription and backstop rights in respect of the new money equity rights offerings to be implemented by the Stalking Horse Bidder following the closing date of the Stalking Horse Bid (the “**Closing Date**”)) on the same basis as any holder of

Prepetition First Lien Indebtedness that executed the Original RSA. The effectiveness of the Amended RSA was also subject to the payment in full by the Debtors of all unpaid fees and expenses of the legal and financial advisors of the Ad Hoc Cross-Holder Group and the Non-RSA 1Ls.

24. As a result of the resolutions reflected in the Resolution Stipulation and the Amended RSA, the Debtors were able to move forward with the Bidding Procedures Motion, the Bar Date Motion and the Exclusivity Extension Motion with the support of the Ad Hoc First Lien Group, the Ad Hoc-Cross Holder Group, the Non-RSA 1Ls, the UCC and the OCC.

**B. Resolution Stipulation**

25. The Resolution Stipulation reflects the resolutions reached between the Ad Hoc First Lien Group, the UCC, the OCC and, only with respect to certain provisions identified therein, the Debtors. Capitalized terms used and not defined in this section have the meanings given to them in the Resolution Stipulation. The Resolution Stipulation provides that, among other things:

- (a) the UCC and the Ad Hoc First Lien Group agree to the terms and conditions of the UCC Resolution Term Sheet attached as Exhibit 1 to the Resolution Stipulation;
- (b) the OCC and the Ad Hoc First Lien Group agree to the terms and conditions of the OCC Resolution Term Sheet attached as Exhibit 2 to the Resolution Stipulation;
- (c) the Ad Hoc First Lien Group and the Debtors agreed to modify the Original RSA and the Stalking Horse Agreement as may be reasonably necessary or appropriate to implement the terms of the Committees Resolution Term Sheets;

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- (d) the Committees agree that, as long as the Committees Resolution Term Sheets remain in effect, the Stalking Horse Bidder shall be permitted to credit bid the Prepetition First Lien Indebtedness pursuant to section 363(k) of the Bankruptcy Code in connection with the transactions contemplated by the Stalking Horse Agreement;
- (e) the prosecution of the Joint Standing Motion by the Committees shall be held in abeyance and each of the Committees agrees not to prosecute the Joint Standing Motion during the period commencing on the date of the Resolution Stipulation and terminating on the date, if any, on which one or both of the Committees exercises its or their right(s) to terminate the Resolution Stipulation with respect to such Committee following the occurrence of an applicable Termination Event (such period, the “**Committee Support Period**”);
- (f) during the Committee Support Period, the Committees agree to affirmatively support the Restructuring contemplated by the Amended RSA, including the entry by the Bankruptcy Court of the Bidding Procedures Order and an Acceptable Sale Order authorizing the sale of substantially all of the Debtors’ business and assets to the Stalking Horse Bidder;
- (g) simultaneous with the closing of the transactions contemplated by the Stalking Horse Bid and upon the establishment and funding of the Voluntary GUC Creditor Trust and the PPOC Trust, the Committees shall withdraw the Joint Standing Motion with prejudice; and



- (h) nothing in the Resolution Stipulation shall be construed to require the Debtors to violate their fiduciary duties.

26. The Committees Resolution Term Sheets attached to the Resolution Stipulation are described below. The Committees Resolution Term Sheets were filed in advance of the Bankruptcy Court hearing on March 28 and 29, 2023 for information purposes, but the Debtors did not seek approval of the Committees Resolution Term Sheets at that hearing. The parties to the Resolution Stipulation and the Committees Resolution Term Sheets may seek Court approval of the Committees Resolution Term Sheets in connection with the hearing to approve the sale of substantially all of the Debtors' assets as contemplated by the Bidding Procedures Order. Accordingly, this Court is not being asked to approve or recognize the Committees Resolution Term Sheets in connection with the Foreign Representative's motion for recognition of the Bidding Procedures Order and Bar Date Order.

(i) UCC Resolution Term Sheet

27. The UCC Resolution Term Sheet sets out the terms of the resolution reached between the Ad Hoc First Lien Group and the UCC with respect to the disputed matters described therein. Capitalized terms used and not defined in this section have the meanings given to them in the UCC Resolution Term Sheet.

28. A key element of the UCC Resolution Term Sheet is the agreement by the Stalking Horse Bidder (to the extent it is the Successful Bidder) to establish the Voluntary GUC Creditor Trust for the benefit of Voluntary GUC Creditor Trust Beneficiaries.

29. At a high level, the UCC Resolution Term Sheet provides as follows with respect to claimants' eligibility to participate in the Voluntary GUC Creditor Trust:

- (a) holders of Eligible Unsecured Claims<sup>2</sup> shall have the option to voluntarily "opt-in" to participate in the Voluntary GUC Creditor Trust; and
- (b) in order to participate in the Voluntary GUC Creditor Trust, the holder of an Eligible Unsecured Claim must, *inter alia*, (i) complete the applicable election form and provide all required documentation; (ii) effectuate a consensual and voluntary release with respect to certain claims against the Released Parties and a covenant not to collect from personal assets of Excluded D&O Parties; and (iii) not object to the resolutions embodied in the UCC Resolution Term Sheet or the Resolution Stipulation, or approval of the Stalking Horse Bid (if it is the Successful Bid).

30. The UCC Resolution Term Sheet provides that the Stalking Horse Bidder (to the extent the Stalking Horse Bidder is the Successful Bidder) shall, among other things:

- (a) on the Closing Date:
  - (i) fund the Voluntary GUC Creditor Trust with cash in the amount of US\$60 million (subject to upward adjustment based on the quantum of

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<sup>2</sup> Eligible Unsecured Claims include claims against the Debtors on account of: (a) deficiency claims relating to the Second Lien Notes; (b) the Unsecured Notes; and (c) General Unsecured Claims (as defined and subject to the limitations in the UCC Resolution Term Sheet, including that General Unsecured Claims do not include, *inter alia*, Opioid Claims (as defined in the OCC Resolution Term Sheet), intercompany claims, administrative expense claims, or claims entitled to priority under the Bankruptcy Code).

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claims arising from the rejection of Contracts and Leases (each as defined below));

- (ii) issue to the Voluntary GUC Creditor Trust 4.25% of the issued and outstanding ordinary shares of the Stalking Horse Bidder (the “**Newco Ordinary Shares**”) on a fully-diluted basis, subject only to dilution by the management incentive plan and after giving effect to certain other rights offerings (including any associated backstop equity or other fees or premiums), and subject to adjustment if the Stalking Horse Bidder’s net funded debt exceeds or is less than US\$2.5 billion; and
  - (iii) vest in the Voluntary GUC Creditor Trust certain consideration acquired by the Stalking Horse Bidder under the Stalking Horse Agreement, including (A) estate claims and causes of actions against certain third parties, insurers and Excluded D&O Parties; (B) all of the Stalking Horse Bidder’s rights under insurance policies transferred from the Debtors to the Stalking Horse Bidder (as set forth on Schedule 2 of the UCC Resolution Term Sheet) that may provide coverage for Eligible Unsecured Claims; and (C) the sole and exclusive right to pursue the Debtors’ opioid-related claims and the proceeds of any insurance policies that may provide coverage for such opioid-related claims; and
- (b) offer to eligible Voluntary GUC Creditor Trust Beneficiaries the option to subscribe for their respective pro rata shares of up to US\$160 million of Newco Ordinary Shares (subject to dilution by the management incentive plan and after giving effect

to certain other rights offerings, including any associated backstop equity or other fees or premiums).

31. The UCC Settlement Term Sheet provides that the UCC shall determine the allocation of the Voluntary GUC Creditor Trust Consideration amongst the Voluntary GUC Creditor Trust Beneficiaries. As the Voluntary GUC Creditor Trust is strictly voluntary, any holder of an Eligible Unsecured Claim that chooses not to effectuate a consensual and voluntary release shall not be eligible to participate in the Voluntary GUC Creditor Trust and such holder and the Debtors shall instead retain whatever rights and remedies are available to each under applicable law.

(ii) OCC Resolution Term Sheet

32. The OCC Resolution Term Sheet sets out the terms of the resolution reached between the Ad Hoc First Lien Group and the OCC with respect to the disputed matters described therein. Capitalized terms used and not defined in this section have the meanings given to them in the OCC Resolution Term Sheet.

33. A key element of the OCC Resolution Term Sheet is the agreement by the Stalking Horse Bidder (to the extent it is the Successful Bidder) to establish the PPOC Trust for the benefit of Participating PPOCs.

34. At a high level, the OCC Resolution Term Sheet provides as follows with respect to eligibility to participate in the PPOC Trust:

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- (a) a Present Private Opioid Claimant (“**PPOC**”) is a holder of an Opioid Claim<sup>3</sup> that is not a Public Opioid Claimant or Tribal Opioid Claimant (as those terms are defined in the Public/Tribal Opioid Term Sheet);
- (b) a “**Participating PPOC**” is a PPOC that: (i) files a proof of claim; (ii) elects to participate in (i.e., “opts-in” to) the PPOC Trust; and (iii) executes a PPOC Release Form in the form attached as Exhibit 1 to the OCC Resolution Term Sheet releasing claims against the Released Parties; and
- (c) the sole recourse of any Participating PPOC on account of any Opioid Claim shall be to the PPOC Trust.

35. The OCC Resolution Term Sheet provides that the Stalking Horse Bidder (to the extent the Stalking Horse Bidder is the Successful Bidder) shall fund the PPOC Trust with cash consideration in the aggregate amount of US\$119.2 million (the “**PPOC Trust Consideration**”) in accordance with an instalment schedule, pursuant to which US\$29,733,333.34 will be paid on the Closing Date and on the first anniversary of the Closing Date and US\$59,733,333.33 will be paid on the second anniversary of the Closing Date.

36. The OCC Resolution Term Sheet prescribes certain potential adjustments to the timing and quantum of the PPOC Trust Consideration, including a prepayment option and schedule, a prepayment obligation if at any time the Stalking Horse Bidder prepays amounts owing under the

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<sup>3</sup> “**Opioid Claim**” is defined in the OCC Resolution Term Sheet, in part, as “Claims and Causes of Action, existing as of the Petition Date, against any of the Debtors or Non-Debtor Affiliates in any way arising out of or relating to opioid products manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party prior to the Closing Date...”

Public Opioid Trust or the Tribal Opioid Trust, a payment obligation if the Stalking Horse Bidder pays a dividend or undergoes a change of control, and a refund mechanism in the event of participation under a specified threshold by PPOCs.

37. The OCC Settlement Term Sheet provides that the OCC, in consultation with counsel to certain PPOCs, will determine the reasonable allocation of any PPOC Trust Consideration among the various categories of PPOCs. As the PPOC Trust is strictly voluntary, the rights of any PPOC that chooses not to participate in the PPOC Trust shall be fully preserved and such PPOC and the Debtors shall retain whatever respective rights and remedies are available to each under applicable law.

#### **C. Amended RSA and the Public/Private Opioid Term Sheet**

38. The Amended RSA amends and restates the Original RSA in order to give effect to the Resolution Stipulation, the resolutions reached with the Ad Hoc Cross-Holder Group and the Non-RSA 1Ls in the Mediation, and other modifications and refinements to the Stalking Horse Bid since the filing of the Original RSA. The Amended RSA attaches the amended form of Stalking Horse Agreement, which is described in more detail below.

39. In connection with the resolutions reached during the Mediation, an amended Public/Private Opioid Term Sheet setting out the terms of the Public Opioid Trust and the Tribal Opioid Trust was filed as an attachment to the Amended RSA. The Debtors' sale process is supported by 38 U.S. states, the District of Columbia, as well as the territories of Guam, Puerto Rico and the U.S. Virgin Islands.

40. The Public/Tribal Opioid Term Sheet provides that, subject to the Stalking Horse Bidder being the Successful Bidder:

- (a) upon the closing of the sale to the Stalking Horse Bidder, the Stalking Horse Bidder will provide for the establishment of the Public Opioid Trust and the Tribal Opioid Trust;
- (b) the Public Opioid Trust will be settled with cash consideration funded by the Stalking Horse Bidder in the aggregate amount of US\$465.2 million in accordance with the instalment schedule set forth therein;
- (c) the Tribal Opioid Trust will be settled with cash consideration funded by the Stalking Horse Bidder in the aggregate amount of US\$15 million in accordance with the instalment schedule set forth therein; and
- (d) certain potential adjustments may be made to the timing and quantum of payments made under the Public/Tribal Opioid Term Sheet, including prepayment options in respect of both trusts and a payment obligation under the Public Opioid Trust if the Stalking Horse Bidder pays a dividend or undergoes a change of control.

41. The Public/Tribal Opioid Term Sheet provides that the Bankruptcy Court order approving the Stalking Horse Bid (if the Stalking Horse is the Successful Bidder) will contain (a) a release by Participating Public Opioid Claimants and Tribal Opioid Claimants (each as defined in the Public/Tribal Opioid Term Sheet); and (b) a consensual injunction enjoining all Opioid Claims of Participating Public Opioid Claimants and Participating Tribal Opioid Claimants against the

Released Parties (as defined in the Public/Tribal Opioid Term Sheet), which include the Debtors and the Stalking Horse Bidder and its present and future subsidiaries.

42. Under the terms of the Public/Tribal Opioid Term Sheet:

- (a) eligibility to participate in the Public Opioid Trust is limited to Public Opioid Claimants. A “**Public Opioid Claimant**” is defined as a holder of an Opioid Claim that is either a State (defined as any of the fifty states of the United States of America or the District of Columbia) or a Territory (defined as specific territories of the United States of America); and
- (b) eligibility to participate in the Tribal Opioid Trust is limited to Tribal Opioid Claimants. A “**Tribal Opioid Claimant**” is a holder of an Opioid Claim that is a Tribe (defined, in part, as “any American Indian or Alaska Native Tribe, band, nation, pueblo, village or community that the U.S. Secretary of the Interior acknowledges as an Indian Tribe”).

43. Under the terms of the Public/Tribal Opioid Term Sheet, which was negotiated by the Stalking Horse Bidder directly with the Multi-State EC, public entities in Canada with potential or asserted claims against the Debtors (including federal, provincial, municipal or indigenous governments) are not eligible to participate in the Public Opioid Trust or the Tribal Opioid Trust.



### III. BIDDING PROCEDURES ORDER

44. A copy of the Debtors' Bidding Procedures Motion originally filed on November 23, 2023, without exhibits, is attached hereto as Exhibit "E" Capitalized terms used and not otherwise defined in this Section III have the meanings given to them in the Bidding Procedures Motion.

45. As noted above, a number of the Debtors' stakeholders initially filed objections to the Bidding Procedures Motion. Many of the objections were resolved through the resolutions achieved in the Mediation, such that the Bidding Procedures Motion proceeded with the support of the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the UCC and the OCC, among other parties.

46. The Bankruptcy Court heard the Debtors' motion for the Bidding Procedures Motion on March 28 and 29, 2023. At the hearing, the U.S. Trustee and the FCR objected to the granting of the Bidding Procedures Order. These objections were overruled by Judge Garrity and the Bankruptcy Court entered the Bidding Procedures Order on April 2, 2023.

47. The Bidding Procedures Order entered by the Bankruptcy Court, among other things:

- (a) authorizes and approves bidding procedures (the "**Bidding Procedures**") in connection with the sale or sales of substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code (the "**Sale**");
- (b) authorizes and approves the terms and conditions of the Expense Reimbursement Amount as set forth in the Stalking Horse Agreement;

- (c) authorizes the Debtors to carry out the Reconstruction Steps prior to the selection of the Successful Bid under the Bidding Procedures in order to implement the Sale in a tax efficient manner under Irish tax law;
- (d) authorizes and approves (i) the form of notice of the Auction (if any), the Sale, and the hearing to consider the Sale (the “**Sale Notice**”); and (ii) the procedures for distributing the Sale Notice to known claimants and the comprehensive plan for providing notice to unknown claimants (the “**Supplemental Notice Plan**” and, together with the method of distributing the Sale Notice to known claimants, the “**Sale Notice Procedures**”); and
- (e) authorizes the Assumption and Assignment Procedures to facilitate the assumption, assumption and assignment, and/or rejection of certain executory contracts (the “**Contracts**”) or unexpired leases (the “**Leases**”) of the Debtors and approves the related Assumption and Assignment Notice.

48. The key terms of the Stalking Horse Agreement and the components of the Bidding Procedures Order referenced above are summarized below.

49. The Bidding Procedures Order expressly reserves the rights of all parties with respect to certain “Reserved Issues”, including (a) the approval of the Sale to the Stalking Horse Bidder or any specific term of any Sale; (b) the amount or value of assets that are unencumbered or the amount and/or adequacy of consideration provided to the Debtors for any unencumbered assets; and (c) whether a Sale is authorized by law, including whether a Sale constitutes a “sub rosa” plan or whether any specific term of a Sale impermissibly distributes assets in contravention of the

Bankruptcy Code's priority rules. The Debtors intend to seek Bankruptcy Court approval of the Successful Bid(s) at the Sale Hearing following the completion of the sale and marketing process set forth in the Bidding Procedures.

**A. Stalking Horse Agreement**

50. A table setting out the key terms of the Stalking Horse Agreement is included at paragraph 19 of the Bidding Procedures Motion. Capitalized terms used and not defined in this section have the meanings given to them in the Stalking Horse Agreement. In summary, the Stalking Horse Bidder has agreed, subject to the terms and conditions of the Stalking Horse Agreement, the Amended RSA and the Resolution Stipulation, to:

- (a) acquire the Transferred Assets, consisting of substantially all of the business and assets of the Endo group, through the credit bid of the full amount of the US\$5.9 billion of Prepetition First Lien Indebtedness;
- (b) offer employment to all of the Debtors' employees generally for such positions and responsibilities no less favorable than each employee's current positions and responsibilities;
- (c) assume and cure a significant number of trade contracts (subject to the right of the Stalking Horse Bidder to reject contracts at its discretion);
- (d) establish and fund the Voluntary GUC Creditor Trust, the PPOC Trust, the Public Opioid Trust and the Tribal Opioid Trust for the benefit of eligible claimants who elect to participate in such trusts;

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- (e) provide additional cash consideration consisting of (i) a US\$5 million cash payment in respect of unencumbered Transferred Assets and (ii) the Wind-Down Amount to fund an orderly wind down of the Debtors following completion of the Sale; and
- (f) fund certain pre-closing professional fees.

51. The Stalking Horse Agreement provides that the Stalking Horse Bidder will assume the Assumed Liabilities, which include, subject to the specific terms and conditions set out in the Stalking Horse Agreement:

- (a) all liabilities for Non-U.S. Sale Transaction Taxes;
- (b) all liabilities of the Endo Companies under the Transferred Contracts and the Transferred Business Permits to be performed or that come due on or after the Closing Date;
- (c) all Cure Claims, being the obligations that must be paid and satisfied pursuant to the Bankruptcy Code in connection with the assumption and assignment of the Transferred Contracts;
- (d) all liabilities with respect to (i) any Assumed Plan; (ii) Business Employees that arise under any Government Sponsored Plans; and (iii) Transferred Employees, excluding workers' compensation claims for injuries occurring prior to the Closing and liability arising from any equity-based awards granted under the Equity Incentive Plans;

- (e) all liabilities arising from any failure of the Stalking Horse Bidder to comply with its obligations under applicable Canadian Labor Laws (including to continue the employment of any employees whose employment is required to be transferred under applicable Canadian Labor Laws as of the Closing Date);
  - (f) all liabilities in connection with the employment or termination of employment of
    - (i) any Automatic Transfer Employee who objects to the transfer of their employment to the Stalking Horse Bidder; and (ii) any Offer Employee who refuses an offer of employment from the Stalking Horse Bidder; and
  - (g) all accrued trade and non-trade payables, open purchase orders, and accrued royalties to the extent incurred in the Ordinary Course of Business and not otherwise relating to any Excluded Asset (and excluding pre-petition liabilities related to an Excluded Contract or unrelated to an Assumed Plan or an ongoing business relationship).
52. The Stalking Horse Agreement provides as follows with respect to the Canadian Debtors:
- (a) the Canadian Debtors – Paladin Labs Inc. and Paladin Labs Canadian Holding Inc. – are “**Sellers**” and “**Canadian Sellers**” for purposes of the Stalking Horse Bid;
  - (b) the Stalking Horse Bidder will acquire all of the Canadian Sellers’ right, title and interest in and to the Transferred Assets. The Transferred Assets do not include any Intercompany Receivable owing by a Canadian Seller;

- 25 -

- (c) certain representations and warranties and covenants of the Canadian Sellers are subject to the Canadian Recognition Case and any orders granted in the Canadian Recognition Case; and
- (d) the consummation of the transactions contemplated by the Stalking Horse Agreement by the Canadian Sellers is conditional on, among other things:
  - (i) this Court having granted the Canadian Sale Recognition Order (defined in the Stalking Horse Agreement as “an Order of the Canadian Court recognizing and giving full force and effect in Canada to the [Bankruptcy Court] Sale Order, which Order shall be in form and substance acceptable to the Buyer and the Debtors”);
  - (ii) such Canadian Sale Recognition Order having become a Final Order; and
  - (iii) the Competition Act Approval and the ICA Approval shall have been obtained, in each case, if required. These approvals, which relate to approvals under the *Competition Act* and the *Investment Canada Act*, are not expected to be required in the specific context of the Stalking Horse Bid.

## **B. Bidding Procedures**

53. The Bidding Procedures approved in connection with the Bankruptcy Court’s entry of the Bidding Procedures Order provide that the Debtors will solicit bids (including bids from multiple bidders) that are made for either (a) all or substantially all of the Debtors’ assets, or (b) one or more of certain business or asset segments specified in the Bidding Procedures, including the

International Pharmaceuticals business segment carried on primarily by Paladin. The Debtors will also consider bids for any individual asset or collection of assets that is less than all or substantially all of the Debtors' assets.

54. The Bidding Procedures provide for a two-stage marketing, bidding and sale process, followed by an auction if necessary to determine the Successful Bid(s). In "Phase A" of the process, eligible Prospective Bidders will receive access to a data room and confidential information memorandum. To qualify as a Qualified Bidder and participate in "Phase B" of the process as an Acceptable Bidder, Prospective Bidders must submit a non-binding Indication of Interest by the Indication of Interest Deadline that complies with the requirements of the Bidding Procedures and is acceptable to the Debtors, in consultation with the Consultation Parties. For purposes of the Bidding Procedures, the Consultation Parties are the Committees, the FCR and, in certain circumstances following the Bid Deadline, the Required Consenting Global First Lien Creditors and the Ad Hoc Cross-Holder Group.

55. If (a) no party submits an Indication of Interest prior to the Indication of Interest Deadline; or (b) the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties and the Multi-State EC, determine that no Indication of Interest, viewed individually or together with other Indications of Interest, is reasonably likely to result in the submission of a Qualified Bid, the Debtors are authorized to elect to terminate the sale and marketing process and accelerate the sale hearing (the "**Sale Acceleration Election**") to seek final approval of the Stalking Horse Bid, provided that, absent consent of the Consultation Parties or permission of the Bankruptcy Court, the Debtors will not make a Sale Acceleration Election until the validity of any Challenges (as defined in the Cash Collateral Order) commenced in accordance with the Cash

Collateral Order have been determined by an order of the Bankruptcy Court (provided that consent of the Consultation Parties is not required if the Resolution Stipulation remains in full force and effect at the time a Sale Acceleration Election is made).

56. In “Phase B” of the process, each Acceptable Bidder must submit a binding Bid by the Bid Deadline that constitutes a Qualified Bid for purposes of the Bidding Procedures, including that the cash purchase price of such Bid (as may be aggregated with other Bids, if applicable) exceeds the Minimum Bid Amount specified in the Bidding Procedures. The Minimum Bid Amount is the sum of (a) US\$5,862,679,000, plus (b) US\$5 million in cash on account of certain unencumbered Transferred Assets, plus (c) the US\$116 million Wind-Down Amount. The Bidding Procedures contain a list of non-binding factors that the Debtors may take into consideration in evaluating a Bid, including the value of the Bid, its impact on various creditor groups, and whether the Bid provides for the establishment of a trust or other consideration for the benefit of public and private opioid claimants and/or non-opioid general unsecured creditors and the terms of any such trusts.

57. If the Debtors, in consultation with the Consultation Parties, determine that there is more than one Qualified Bid, then the Debtors are authorized to conduct an Auction. The Bidding Procedures set forth the details for participation in the Auction, minimum bidding increments and other procedures with respect to the Auction.

58. Certain key dates and deadlines for the Bidding Procedures are set forth in the chart below. The Debtors, after consultation with the Consultation Parties and subject to the terms of the Amended RSA and the Stalking Horse Agreement, may extend or delay certain dates:



<b>Date and Time (prevailing Eastern time)</b>	<b>Deadline</b>
June 13, 2023 at 4:00 p.m.	Indication of Interest Deadline
June 20, 2023 at 4:00 p.m.	Deadline for Debtors to file Sale Acceleration Election Notice
July 28, 2023 at 10:00 a.m.	Date of Accelerated Sale Hearing (subject to occurrence of Sale Acceleration Election)
August 8, 2023 at 4:00 p.m.	Bid Deadline for any Prospective Bidders to submit a Qualified Bid
August 15, 2023 at 10:00 a.m.	Auction date, if applicable
August 31, 2023 at 11:00 a.m.	Date of Bankruptcy Court Sale Hearing (unless accelerated)

### **C. Expense Reimbursement Amount**

59. The Bidding Procedures Order authorizes and directs the Debtors to pay the Expense Reimbursement Amount subject to the terms and conditions set forth in the Stalking Horse Agreement and the Bidding Procedures Order.

60. Section 8.3 of the Stalking Horse Agreement requires the Debtors to pay the Expense Reimbursement Amount to the Stalking Horse Bidder if, subject to its specific terms, the Stalking Horse Agreement is terminated because (a) the Debtors enter into or consummate an Alternative Transaction, the Stalking Horse Bidder is not the Successful Bidder at the Auction, or the Stalking Horse Bid is not approved at the Sale Hearing; or (b) Endo Parent terminates the Stalking Horse Agreement as a result of determining that continued performance under the Stalking Horse Agreement would be inconsistent with the exercise of its directors' fiduciary duties under applicable law.

61. The Expense Reimbursement Amount is an amount equal to the reasonable and documented out-of-pocket costs, fees and expenses incurred by the Required Holders' Advisors

(as defined in the Stalking Horse Agreement) in connection with the development, execution, delivery and approval by the Bankruptcy Court of the Stalking Horse Agreement, which amount shall not exceed US\$7 million.

62. The Stalking Horse Agreement provides that payment of the Expense Reimbursement Amount shall be in addition to the Debtors' obligations to pay reasonable and documented fees and expenses of the Required Holders' Advisors pursuant to the Cash Collateral Order, provided that there is no entitlement to recover duplicative amounts on account on the same fees and expenses.

63. As indicated in the Bidding Procedures Motion:

- (a) the Stalking Horse Agreement provides that the payment of the Expense Reimbursement Amount in the circumstances in which it is payable shall be the sole and exclusive remedy of the Stalking Horse Bidder against the Endo Companies and their affiliates;
- (b) the Stalking Horse Bidder is not entitled to any "break-up fee" under the Stalking Horse Agreement; and
- (c) the Debtors are already paying the same fees of the Required Holders' Advisors under the terms of the Cash Collateral Order, and accordingly the Debtors' obligation to pay the Expense Reimbursement Amount does not require the Debtors to incur any additional liability than what they are already subject to pursuant to the Cash Collateral Order.

#### **D. Reconstruction Steps**

64. The Bidding Procedures Order authorizes the Debtors to effectuate certain Reconstruction Steps in order to complete the Sale in a tax efficient manner under Irish law. In order for the Reconstruction Steps to achieve the desired outcome under Irish tax law, they must be completed before the Debtors have identified the Successful Bidder(s) under the Bidding Procedures.

65. The basic structure of the Reconstruction Steps is for two existing, Irish-domiciled Debtors – Endo Ventures Limited and Endo Global Biologics Limited (in such capacities, the “**Transferor Debtors**”) – to each transfer its business and assets to a newly incorporated entity (each a “**Newco**”) that will ultimately become wholly owned by the direct parent company of the respective Transferor Debtor. The Newcos will file Chapter 11 petitions to become subject to the jurisdiction of the Bankruptcy Court in the Chapter 11 Cases of the existing Debtors.

66. The Reconstruction Steps are designed to achieve tax efficiency under Irish law by facilitating the sale of the equity in the Newcos (which will hold the assets of the Transferor Debtors) to the Stalking Horse Bidder, rather than a direct sale of the assets of the Transferor Debtors. The Reconstruction Steps are designed to provide the same tax benefit to the Debtors’ estates regardless of the identity of the ultimate Successful Bidder(s) and to avoid prejudicing any existing third-party creditors of the Transferor Debtors.

67. The provisions in the Bidding Procedures Order relating to the Reconstruction Steps were augmented by the Debtors in response to concerns raised by certain stakeholders. Among other things, the Bidding Procedures Order provides that, prior to closing of the Sale, all parties shall have the right to seek expedited relief from the Bankruptcy Court as a result of suffering any

adverse impact arising from the Reconstruction Steps, including, if necessary, seeking the reversal of the Reconstruction Steps.

68. The Reconstruction Steps do not involve any actions by the Canadian Debtors or by Endo Luxembourg Finance Company I S.a.r.l., the direct parent company of Paladin Holdings. Certain Health Canada approvals will be required in connection with the transfer of product authorizations held by Endo Ventures Limited, one of the Transferor Debtors.

**E. Sale Notice Procedures**

69. The Bidding Procedures Order approves the Sale Notice Procedures, which consist of:

- (a) the Sale Notice, to be served on the Sale Notice Parties (as defined in the Bidding Procedures); and
- (b) the Supplemental Notice Plan, comprised of a multi-faceted supplemental outreach plan and media notice plan designed to provide publication notice to the Debtors' unknown creditors who may hold claims relating to the Debtors' opioid or other products.

70. The form of Sale Notice, which is attached as Exhibit 2 to the Bidding Procedures Order, provides notice of, among other things, the Stalking Horse Bid, the Bidding Procedures and important dates and deadlines, the Sale Hearing, and the procedures to file a Sale Objection.

71. The Sale Notice Parties that will receive the Sale Notice are listed in Section D of the Bidding Procedures and include:

- (a) the “**Core Notice Parties**”, including (i) all known counterparties to any Contracts or Leases that may be assumed or rejected in connection with a Sale; (ii) all persons known by the Debtors that have asserted a claim, interest or encumbrance on, in, or against the Assets; (iii) all regulatory authorities that regulate the Debtors’ businesses; (iv) any other governmental authority in any country in which the Debtors are organized which is known to have a claim against the Debtors in the Chapter 11 Cases; and (v) entities on the Master Services List in the Chapter 11 Cases;
- (b) all creditors and other known holders of claims prior to the entry of the Bidding Procedures Order;
- (c) all parties to litigation with the Debtors that are known as of the entry of the Bidding Procedures Order, and/or their counsel;
- (d) all current employees of the Debtors and all former employees of the Debtors terminated on or after January 1, 2016; and
- (e) the “Known Potential Claimants and Parties in Interest” as set out in Section D(2) of the Bidding Procedures Order.

72. The Supplemental Notice Plan is described in the *Declaration of Jeanne C. Finegan, APR in Connection With Sale Motion and Bar Date Motion* (the “**Kroll Declaration**”) filed by the Debtors in connection with the Bidding Procedures Motion and the Bar Date Motion, a copy of which is attached hereto as Exhibit “F”.

73. The Supplemental Notice Plan has been designed to reach potential, unknown claimants in a variety of ways, including television, social media, online displays and advertisements, billboards, print media, press releases and community outreach. The Kroll Declaration indicates that the Supplemental Notice Plan ranks among one of the largest legal notice programs deployed in chapter 11 cases and that its total estimated cost is expected to be approximately US\$16.3 million.

74. The Kroll Declaration indicates that the media notice plan component of the Supplemental Notice Plan is estimated to reach over 80% of all adults over the age of eighteen in Canada on average three to four times. The Simplified Print Notice will be published in English in the *Globe and Mail*, *National Post*, *Canadian Living*, *Maclean's* and *Reader's Digest* and in French in *Le Journal de Montreal* and *Reader's Digest*. Notice to potential Canadian creditors will also be provided through online advertisements, social media advertising, and press releases.

#### **F. Assumption and Assignment Procedures**

75. The Bidding Procedures Order (a) approves the Assumption and Assignment Procedures and the related Assumption and Assignment Notice; and (b) provides that the Assumption and Assignment Procedures shall govern the assumption or assumption and assignment of all of the Debtors' Contracts and Leases to be assumed or assumed and assigned in connection with the Sale, subject to the payment of any Cure Costs necessary to cure any defaults arising under any such Contact or Lease. Pursuant to paragraph 41 of the Bidding Procedures Order, the Assumption and Assignment Procedures do not apply to the DMPs and certain other specified parties.

76. The Assumption and Assignment Notice provides notice to the applicable counterparties to Contracts and Leases that are proposed to be assumed and assigned to the Successful Bidder in connection with the Sale (each an “**Assigned Contract**”) and will list the applicable Cure Cost in respect of such Assigned Contract as reflected in the Debtors’ records.

77. The Assumption and Assignment Notice also provides notice to counterparties that, to the extent a Cure Objection (as described below) is not timely filed and served on the Debtors in accordance with the procedures set forth in the Assumption and Assignment Notice, the closing of the Sale shall constitute (a) an amendment to each Assigned Contract as necessary to render null and void any terms of such Assigned Contract to the extent such terms create an obligation of the Debtors or their insurers for losses, damages, expenses or any other amounts whatsoever relating to any actual or potential Opioid-Related Activities or other conduct prior to the Closing; and (b) an agreement by each counterparty to such Assigned Contract to release the Debtors and their insurers from all obligations arising under such indemnification and reimbursement rights to the extent relating to any conduct occurring prior to the Closing. Absent such relief, the Successful Bidder may unintentionally assume liability for opioid-related claims, frustrating the free and clear nature of the Sale.

78. Any counterparty that wishes to object to the proposed Cure Cost, the assumption and assignment of an Assigned Contract, or the deemed amendment of any indemnity provisions in an Assigned Contract must file a Cure Objection in accordance with the process set forth in the Assumption and Assignment Notice. If a Cure Objection is filed in accordance with the procedures set forth in the Assumption and Assignment Notice, the applicable Contract or Lease shall not be deemed assumed and assigned unless the Debtors agree to a consensual resolution of such Cure

Objection. The Debtors may determine to reject such Contract or Lease in lieu of assuming the Contract or Lease without such amendments or releases.

#### **IV. BAR DATE ORDER**

79. A copy of the Debtors' Bar Date Motion, originally filed November 23, 2022, without exhibits, is attached hereto as Exhibit "G". Capitalized terms used and not otherwise defined in this Section IV have the meanings given to them in the Bar Date Motion.

80. As a result of the resolutions reached in the Mediation, the Bar Date Order was granted by the Bankruptcy Court without opposition.

81. The Bar Date Order entered by the Bankruptcy Court, among other things:

- (a) establishes deadlines for filing Proofs of Claim;
- (b) establishes a deadline for the mailing of the Bar Date Notice;
- (c) approves the procedures for filing Proofs of Claim;
- (d) approves the form of notice and process to provide notice to known creditors and parties in interest;
- (e) approves the Supplemental Notice Plan for providing publication notice of the Bar Dates to unknown creditors;
- (f) approves the Confidentiality Protocol; and
- (g) approves the Proof of Claim Forms.

82. Since the parties entitled to receive notice of the Sale are substantially identical to the parties entitled to receive notice of the Bar Dates, the Debtors sought the Bar Date Order at the same time as the Bidding Procedures Order to enable concurrent notice of the Sale and Bar Dates to all parties in interest. The Debtors believe that providing concurrent notice will result in



substantial cost-savings to the Debtors' estates and is more efficient than running a separate mass-noticing program at a later date solely with respect to Bar Dates. The Bar Date Order will facilitate the efficient administration of the Chapter 11 Cases by providing the Debtors with complete information regarding the nature, validity and amount of Claims that will be asserted against them.

83. The Bar Date Order establishes various Bar Dates by which particular types of creditors must file their Claims. All governmental units (as defined in section 101(27) of the Bankruptcy Code) that wish to assert a prepetition Claim against the Debtors must file a Proof of Claim by the Governmental Bar Date. Notwithstanding the general Governmental Bar Date, (a) all municipalities and other local governmental subdivisions, (b) all Federally Recognized Native American Tribes, (c) all fifty states of the United States of America, and (d) specified territories of the United States of America that wish to assert a prepetition Claim against the Debtors based on the manufacturing, marketing, and/or sale of opioids must file a Proof of Claim by the State/Local Governmental Opioid Bar Date.

84. The following table sets out the various Bar Dates for the filing of Claims pursuant to the Bar Date Order:

<b>Matter</b>	<b>Deadline (prevailing Eastern time)</b>
General Bar Date	July 7, 2023 at 5:00 p.m.
Governmental Bar Date	May 31, 2023 at 5:00 p.m.
State/Local Governmental Opioid Bar Date	The earlier of (i) 10:00 a.m. on the date set for the first disclosure statement hearing for any chapter 11 plan in the Chapter 11 Cases; and (ii) 5:00 p.m. on the date that is 35 days after the date on which the Debtors file on the docket and serve a supplemental notice setting a deadline for such parties.

Matter	Deadline (prevailing Eastern time)
Amended Schedule Bar Date	For claimants holding Claims negatively impacted by the filing of a previously unfiled schedule of assets and liabilities or statement of financial affairs or an amendment or supplement to such schedules or statements, the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 5:00 p.m. on the date that is 30 days after the date on which the Debtors provide notice of such filing, amendment or supplement.
Rejection Bar Date	For counterparties to executory contracts or unexpired leases that have been rejected by the Debtors, the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 5:00 p.m. on the date that is 30 days after the effective date of such rejection.

85. The Bar Date Order provides that the Debtors will cause to be mailed a Bar Date Notice, the applicable Proof of Claim Form, and the Proof of Claim instructions by first class mail to known claimants with actual Claims against the Debtors, parties known to the Debtors as having potential Claims against the Debtors, and other known parties in interest entitled to notice of the Bar Dates, in each case as described in paragraph 10 of the Bar Date Notice.

86. The Bar Date Order provides that the Supplemental Notice Plan is approved and shall be deemed good, adequate, and sufficient publication notice to unknown claimants of the Bar Dates and the procedures for filing Proofs of Claim in the Chapter 11 Cases. As described in the Kroll Declaration, the Supplemental Notice Plan has been tailored to the Debtors' circumstances to ensure the greatest possible reach to all known and potentially unknown claimants relating to the Debtors' sale and marketing of opioids and other products.

87. In addition, as set forth in the Resolution Stipulation, the Debtors will include in their Bar Date mailings a letter from each of the OCC and the UCC to their respective constituents providing certain information relating to the trusts to be established in accordance with the Committees

Resolution Term Sheets. The OCC and the UCC will work cooperatively and reasonably with the Ad Hoc First Lien Group and the Debtors to make such noticing processes as cost-efficient as possible. The costs of mailings required by such processes will be borne by the Debtors and such costs are not expected to exceed, with respect to each Committee, US\$1 million.

88. The Bar Date Order specifies certain categories of Claims for which a party is not required to file a Proof of Claim in the Chapter 11 Cases, including, among others: (a) Claims against the Debtors that are not listed as disputed, contingent, or unliquidated in the Schedules; (b) claims represented by the FCR; and (c) where the holder of such Claim agrees with the nature, classification, and amount of its Claim as identified in the Schedules.

89. The Bar Date Order provides that any party that is required to file a Proof of Claim but that fails to do so by the applicable Bar Date shall be forever barred, estopped, and enjoined from: (a) asserting any Unscheduled Claim against the Debtors or their estates or properties (and the Debtors and their properties and estates will be forever discharged from any and all indebtedness and liabilities with respect to such Claim); or (b) voting on, or receiving distributions under, any chapter 11 plan in the Chapter 11 Cases in respect of an Unscheduled Claim.

## **V. EXCLUSIVITY EXTENSION ORDER**

90. The Bankruptcy Court heard the Debtors' Exclusivity Extension Motion concurrently with the Bidding Procedures Motion and the Bar Date Motion. As a result of the resolutions reached in the Mediation, the Exclusivity Extension Motion was unopposed.

91. On April 3, 2023, the Bankruptcy Court granted the *Order Pursuant to Bankruptcy Code Section 1121(d) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit*

*Acceptances Thereof* (the “**Exclusivity Extension Order**”) extending by 180 days the exclusive periods during which only the Debtors may file a chapter 11 plan and solicit acceptances thereof. The Exclusivity Extension Order extends the Exclusive Filing Period (as defined in the Exclusivity Extension Motion) through and including June 12, 2023 and the Exclusive Solicitation Period (as defined in the Exclusivity Extension Motion) through and including August 11, 2023.

92. As the Exclusivity Extension Order relates to the exclusivity rights of the Debtors within the Chapter 11 Cases and does not relate to the business or assets of the Canadian Debtors, the Foreign Representative is not seeking this Court’s recognition of the Exclusivity Extension Order at this time.

## **VI. CONCLUSION**

93. I believe that the recognition of the Bidding Procedures Order and the Bar Date Order is appropriate in the circumstances and in the best interests of the Canadian Debtors and their stakeholders.

94. The Debtors obtained approval of the Bidding Procedures Order with the support of key stakeholder groups based on resolutions reached with those parties following an extensive Mediation process. The Bidding Procedures Order was granted by the Bankruptcy Court following a hearing at which parties in interest had the opportunity to raise objections with respect to the Bidding Procedures Order and the broader trajectory of the Debtors’ restructuring path. The Bidding Procedures Order will enable the Debtors to undertake a comprehensive marketing process to maximize the value of their business and assets, with the benefit of a Stalking Horse Bid that provides a baseline transaction and certainty to stakeholders regarding the continued

operation of the business, including the Canadian Business. The Bidding Procedures establish a process to determine the Successful Bid(s) resulting from the marketing process, which Successful Bid(s) remain subject to consideration and approval by the Bankruptcy Court at the Sale Hearing. Furthermore, any sale or disposition of property of the Canadian Debtors in connection with such Successful Bid(s) is subject to approval and recognition of this Court pursuant to the Initial Recognition Order granted in these proceedings.

95. The Bar Date Order will enable the Debtors, including the Canadian Debtors, to ascertain the universe of potential claims against them that will need to be addressed as part of any restructuring. The claims process prescribed by the Bar Date Order will be undertaken concurrently with providing notice to stakeholders regarding the Bidding Procedures and the Sale, in order to enhance the efficiency and effectiveness of the process. The Bar Date Order will provide an opportunity for all creditors, including creditors of the Canadian Debtors, to file their claims in the Chapter 11 Cases.

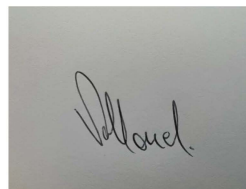
SWORN BEFORE ME by videoconference on this 18<sup>th</sup> day of April, 2023. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affidavit was located in the City of Pinpoint in the Province of Quebec and I was located in the City of Toronto in the Province of Ontario.




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Commissioner for Taking Affidavits  
(or as may be)

Andrew Harmes  
LSO# 73221A



Digitally signed by  
Daniel Vas - Executive  
Director Finance  
Date: 2023.04.18  
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Daniel Vas

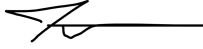
IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

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

	<b>Applicant</b>
	<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>(COMMERCIAL LIST)</b>  Proceeding commenced at Toronto
	<b>AFFIDAVIT OF DANIEL VAS</b> <b>(Sworn April 18, 2023)</b>
	<b>GOODMANS LLP</b> Barristers & Solicitors 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7  <b>Robert J. Chadwick LSO#: 35165K</b> rchadwick@goodmans.ca  <b>Bradley Wiffen LSO#: 64279L</b> bwiffen@goodmans.ca  <b>Andrew Harmes LSO#: 73221A</b> aharmes@goodmans.ca  Tel: 416.979.2211 Fax: 416.979.1234  Lawyers for the Applicant

**THIS IS EXHIBIT "J"**  
**TO THE AFFIDAVIT OF ERIK AXELL**  
**SWORN BEFORE ME**  
**THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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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 No. 728**

**STIPULATION AND ORDER (A) GRANTING MEDIATION  
AND (B) REFERRING MATTERS TO MEDIATION**

This stipulation and agreed order (this “Stipulation and Agreed Order”) is made pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); Rule 9019-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”), Rule 502(d) of the Federal Rules of Evidence; and section 1.1 of *General Order M-452 Amending and Restating General Orders M-143, M-211 and M-390, In re: Adoption of Procedures Governing Mediation of Matters and the Use of Early Neutral Evaluation and Mediation/Voluntary Arbitration in Bankruptcy Cases and Adversary Proceedings* (Bankr. S.D.N.Y. June 28, 2013) (the “Mediation General Order”), among (a) the Debtors; (b) the Ad Hoc First Lien Group; (c) the Ad Hoc Cross-Holder Group; (d) the Non-RSA 1Ls; (e) the Official Committee of Unsecured Creditors (the “UCC”); (f) the Official Committee of Opioid Claimants

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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 (the “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.



(the “OCC”); (g) the Future Claims Representative (“FCR”); (h) the Multi-State Endo Executive Committee; and (i) the United States of America<sup>2</sup> (collectively, the “Mediation Parties”):

**Recitals**

**WHEREAS**, the Mediation Parties have agreed upon the terms of this Stipulation and Agreed Order;

**WHEREAS**, the Mediation Parties now seek entry of this Stipulation and Agreed Order (i) appointing Judge Shelley C. Chapman (Ret.) as mediator (the “Mediator”) in these Chapter 11 Cases; and (ii) directing the proposed Mediation Parties to participate in mediation; and due and sufficient notice of the Stipulation and Agreed Order having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief provided in the Stipulation and Agreed Order is in the best interests of the Debtors, their estates, their creditors, stakeholders, and other parties in interest;

**WHEREAS**, the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, dated January 31, 2012 and the Mediation Parties confirm their consent, to the entry of a final order by the Court in connection with this Stipulation and Agreed Order to the extent that it is later determined that the Court, absent consent of the Mediation Parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution;

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<sup>2</sup> For the avoidance of doubt, the United States of America is a Mediation Party only on behalf of those agencies and components of the United States of America whose interests in these bankruptcy cases are represented by the U.S. Attorney’s Office for the Southern District of New York, including on behalf of the following agencies that may have monetary claims in these cases: (1) the Department of Justice; (2) federal agencies that provide healthcare or health insurance services, including components of the Department of Health and Human Services, the Department of Veterans Affairs, and the Department of Defense; and (3) the Internal Revenue Service. Federal agencies with independent litigating authority are not included within this definition, and neither is the United States Trustee, who is separately represented.

**WHEREAS**, venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409;

**NOW, BASED ON THE FOREGOING STIPULATIONS IT IS ORDERED:**

1. The Stipulation and Agreed Order is granted as and to the extent set forth herein.
2. The following matters are hereby referred to mediation (collectively, the “Mediation Topics”): (i) the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief* [Docket No. 728] (the “Bid Procedures Motion”), including the proposals contained therein and any subject matter contained in such motion or in any responses of the Mediation Parties thereto; (ii) the *Motion of the Debtors for an Order Pursuant to Bankruptcy Code Section 1121(d) Extending the Debtors’ Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* [Docket No. 979] (the “Exclusivity Motion”), including the proposals contained therein and any subject matter contained in such motion or in any responses of the Mediation Parties thereto; (iii) any Challenge<sup>3</sup> asserted before or after the date of this Order (in the form of a complaint filed in an adversary proceeding or otherwise) and any motion to obtain standing in connection therewith, in each case, including any proposals related thereto and any responses of the Mediation Parties thereto, (iv) any other complaints, challenges, or motions to obtain standing on any matter not covered by preceding clauses (i), (ii), and (iii) filed by any of the Mediation Parties after the date of this Order (whether filed in an adversary proceeding or otherwise), and (v) resolution of any issues described in the preceding clauses (i)-(iv) above through a sale or plan of

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<sup>3</sup> “Challenge” shall have the meaning ascribed to such term in the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No. 535].

reorganization. The scope of the Mediation Topics may be expanded with the consent of the affected Mediation Parties or by further order of the Court, and may include other matters that relate to the above matters.

3. Effective immediately, the Court authorizes and appoints Hon. Shelley C. Chapman (Ret.) to serve as Mediator in these Chapter 11 Cases and to conduct the mediation of the Mediation Topics (the “Mediation”).

4. The Mediation Parties and their respective counsel(s) and advisor(s) shall participate in the Mediation in accordance with the terms set forth herein. All Mediation Parties shall participate in the Mediation of the issues as set forth in paragraph 2 above.

5. Additional parties other than the Mediation Parties may participate in the Mediation upon (i) the unanimous written consent (including by email) of each Mediation Party, (ii) the Mediator’s consent following a written request (including by email) from a Mediation Party to all other Mediation Parties and the Mediator, or (iii) further order of this Court; *provided* that nothing herein limits any Mediation Party’s rights with respect to the ability to make such a request of the Court; *provided* that any such party that participates in the Mediation shall become subject to all of the provisions of this Order. If any party is added as a Mediation Party, then written notice shall immediately be given by the Mediator or the Debtors to all of the other Mediation Parties.

6. The Mediation shall commence after entry of this Order and shall terminate automatically at 11:59 PM EST on February 16, 2023, unless (i) concluded, (ii) extended by this Court, or (iii) extended to a date no later than March 2, 2023 by notice of the Mediator to the Court.

7. The Debtors are hereby authorized to enter into a mediation engagement agreement with the Mediator. The Mediator shall be entitled to compensation for the Mediator’s services, as well as reimbursement for reasonable costs, which compensation and costs (which may include

the provision of services by other legal personnel of Willkie Farr & Gallagher LLP) shall be invoiced to the Debtors and paid by the Debtors' estates without need for further order of this Court. The Mediation Parties shall otherwise each be responsible for their own costs associated with the Mediation, subject to any existing orders of this Court authorizing the Debtors to reimburse such costs, subject to the terms of such orders and in accordance with the applicable provisions of the Bankruptcy Code.

8. Notwithstanding the Local Bankruptcy Rules, but so long as not inconsistent with the terms of this Order, the Mediator may conduct the Mediation as she sees fit, establish rules of the Mediation, and consider and take appropriate action with respect to any matters the Mediator deems appropriate in order to conduct the Mediation.

9. The Mediation shall be held based upon the availability of the Mediator and the Mediation Parties. Any in-person, video, or audio conference mediation session (each, a "Mediation Session") may include individual Mediation Parties, sub-groups of Mediation Parties, or all Mediation Parties in the Mediator's discretion.

10. Subject to paragraphs 11, 13, and 14 herein, all (i) statements by and discussions among any of the Mediation Parties, their counsel, or their advisors during the course of the Mediation, including discussions with or in the presence of the Mediator (collectively, the "Mediation Discussions"), (ii) Mediation statements and any other documents or information provided to the Mediator or the Mediation Parties, their counsel, or their advisors in the course of the Mediation (collectively, the "Mediation Documents"), and (iii) correspondence, draft resolutions, settlement proposals, term sheets, offers, and counteroffers produced for or as a result of or in connection with the Mediation (the "Mediation Proposals", and together with the Mediation Discussions and Mediation Documents, the "Mediation Information") (a) shall be

strictly confidential, privileged, and protected from disclosure in any proceeding pursuant to, among other things, Rule 408 of the Federal Rules of Evidence and local law equivalents, (b) shall not be admissible for any purpose in any judicial or administrative proceeding, (c) shall not be further shared with any other Mediation Party, their counsel, or their advisors or to any other person or party who is not a Mediation Party absent the express consent of the Mediation Party whose Mediation Information is being shared (provided that any Mediation Party may share Mediation Information provided by them without seeking consent of any other Mediation Party), and (d) shall not be used for any purpose other than the Mediation; *provided, however*, that nothing herein shall affect the discoverability or admissibility of prepetition factual materials (including, but not limited to, transaction documents relating to the Debtors' business and financing activities). For the avoidance of doubt, nothing in this paragraph prevents any Mediation Party from seeking discovery or otherwise requesting information simply because it was discussed during the Mediation.

11. The Mediation Parties and their counsel and advisors, shall not in any way disclose to any non-Mediation Party or to any court, including, without limitation, in any pleading or other submission to any court, any Mediation Information, unless such Mediation Information is available to such Mediation Party or its counsel or advisors other than in connection with the Mediation and not in breach of the terms of this Order or subject to a separate confidentiality agreement or other applicable confidentiality restrictions that would prevent its disclosure. For the avoidance of doubt, a Mediation Party may publicly disclose its own Mediation Information insofar as such Mediation Information was lawfully in the possession of the Mediation Party through means other than the Mediation, subject to any separate confidentiality or other restriction or prohibition that would prevent its disclosure.

12. To the extent that any Mediation Party, its counsel, or its advisors is in possession of privileged or confidential information provided to such Mediation Party, its counsel, or its advisors pursuant to the terms and conditions of a confidentiality agreement with a Mediation Party (either executed or agreed to via email) or order of this Court entered in connection with these Chapter 11 Cases, such information may be disclosed to the Mediator only to the extent that such disclosure is also consistent with confidentiality obligations to non-mediation parties, but shall otherwise remain privileged and confidential and shall not be disclosed to any other Mediation Party, its counsel, or its advisors. Any Mediation Party, its counsel, or its advisors may provide documents and/or information to the Mediator that are subject to a privilege or other protection from discovery, including without limitation the attorney-client privilege, the work-product doctrine, the common interest or joint defense privilege or any other privilege, right or immunity the Mediation Parties may be entitled to claim or invoke (the “Privileged Information”). By providing the Privileged Information to the Mediator, no Mediation Party or its respective counsel or advisors intends to, nor shall, waive, in whole or in part, the attorney-client privilege, the work-product doctrine, the common interest or joint defense privilege, or any other privilege, right or immunity that such Mediation Party may be entitled to claim or invoke with respect to any Privileged Information or otherwise. Any work product, materials, or information shared with or produced by a Mediation Party, its counsel, or its advisors to the Mediator, including Privileged Information, shall be subject to all applicable mediation privileges and shall not be shared by the Mediator with any person, including any other Mediation Parties or their counsel or advisors, without the consent of the sharing or producing Mediation Party.

13. Nothing in this Order is intended to or shall modify any obligations or potential liabilities of any person under non-bankruptcy law, including the federal securities laws, with

respect to the use of material non-public information in connection with securities trading. In the event that, from and after the date of entry of this Order, any Mediation Party or their counsel wishes to gain access to or to disclose to another Mediation Party any Mediation Information that may, or that it believes may, constitute material, non-public information of the Debtors within the meaning of Regulation FD under the Securities Exchange Act of 1934, as amended (“MNPI”), that Mediation Party or their counsel (and, if that Mediation Party is seeking to disclose the Mediation Information, counsel for the Mediation Party that is the potential recipient of the Mediation Information) shall first confer with the Debtors to determine whether such Mediation Information, in fact, constitutes MNPI. In the event the Debtors or counsel for the Mediation Party that is the potential recipient of the Mediation Information determine, pursuant to the foregoing procedure or independently, that such Mediation Information constitutes MNPI, prior to any such disclosing or receiving, the Debtors and counsel for the Mediation Party that is the potential recipient of the MNPI shall confer in good faith regarding an agreement to make all or a portion of any such MNPI public upon the conclusion or termination of the Mediation. If such an agreement cannot be reached, then such MNPI shall not be shared by the Mediation Party seeking to share such MNPI absent express written agreement by the potential recipient to receive such MNPI without such MNPI being publicly disclosed. Further, prior to any disclosures of Mediation Information that constitutes or contains MNPI, any disclosing Mediation Party or its counsel shall mark such Mediation Information as “MNPI – Professional Eyes Only” and shall provide such Mediation Information to counsel for the Mediation Party to which it wishes to disclose the Mediation Information, but shall not disclose such Mediation Information to any member of the Ad Hoc First Lien Group, Ad Hoc Cross-Holder Group, or Non-RSA 1L Group (each such member, a “Funded Debt Mediation Party”) without its prior written consent; should such Funded

Debt Mediation Party provide its prior written consent to the receipt of such MNPI, such MNPI shall be marked “MNPI – Cleansing Information” by the disclosing Mediation Party prior to disclosure to the Funded Debt Mediation Party and shall be publicly disclosed by the Debtors pursuant to paragraph 14. Without limiting the foregoing, any proposal made by the OCC that pertains to recoveries, distributions, or consideration for opioid claimants and that the OCC does not consent to being cleansed as Proposal Information (as defined below) shall be marked by the OCC as “OCC PROPOSAL – NOT SUBJECT TO CLEANSING” (an “OCC Recovery Proposal”) (and, if only certain portions of a proposal constitute an OCC Recovery Proposal that the OCC does not consent to being cleansed as Proposal Information, those portions shall be clearly marked and highlighted) prior to disclosure to any Mediation Party and may be provided to counsel and other advisors for the Ad Hoc First Lien Group, Ad Hoc Cross-Holder Group, or Non-RSA 1L Group, but shall not be provided to any Funded Debt Mediation Party without such Funded Debt Mediation Party’s prior written consent. Counsel and advisors to the OCC and counsel and advisors to any Funded Debt Mediation Party that has not provided its written consent to receive any OCC Recovery Proposal (in whole or in part) in accordance with the preceding sentence shall continue to participate in good faith in the Mediation and to advance negotiations as far as possible without discussing or disclosing any such OCC Recovery Proposal (or parts thereof) with such Funded Debt Mediation Party. All Mediation Parties and their counsel and advisors shall comply with the procedures in the preceding two sentences before gaining access to or disclosing, as applicable, such Mediation Information to a Funded Debt Mediation Party. Mediation Information that may constitute or contain MNPI may be disclosed to counsel to a Mediation Party and to the FCR but shall not be disclosed to any Mediation Party other than the FCR and the members of the UCC and OCC absent the specific request of that Mediation Party or its counsel following



conferral with the Debtors, as provided in this paragraph. Notwithstanding the foregoing, any MNPI disclosed to or received by a Funded Debt Mediation Party shall be subject to paragraph 14 hereof.

14. Without limiting the foregoing and notwithstanding anything to the contrary herein or in the Mediation Order, the Mediation Parties agree that, within two (2) business days after the termination of the Mediation with respect to any Funded Debt Mediation Party (the “Cleansing Deadline”), the Debtors shall publicly disclose MNPI delivered to such Funded Debt Mediation Party (including any Mediation Information marked “MNPI – Cleansing Material” and any other Mediation Information that was received by a Funded Debt Mediation Party without its prior written consent that such Funded Debt Mediation Party determines in its reasonable good-faith judgment, upon advice of counsel (which may be internal counsel) constitutes MNPI) and, solely with respect to the Mediation: (a) whether one or more agreements have been reached through the Mediation and (b) if one or more agreements have been reached, a term sheet memorializing such agreement(s). In the event that no agreement has been reached, the Mediation Parties will, as soon as reasonably practical after the termination of mediation, but prior to the Cleansing Deadline, confer in good faith to determine whether they believe that any of the last term sheets or similar documents that memorialize the terms of the last Mediation Proposal(s) that were shared with any Funded Debt Mediation Party (or, if such proposal was transmitted only verbally, a detailed written summary of such Mediation Proposal) (either version of which shall constitute “Proposal Information”) constitutes MNPI (as determined in the reasonable good-faith judgment of each Funded Debt Mediation Party upon advice of counsel, which may be internal counsel) and, if determined to include MNPI, such Proposal Information will be disclosed; provided, however, that in no event will any OCC Recovery Proposal be publicly disclosed without the consent of the

OCC, it being understood that such restriction on the public disclosure of any OCC Recovery Proposal may preclude any principal of a Funded Debt Mediation Party from receiving any such OCC Recovery Proposal and, notwithstanding anything in this Order, any principal of a Funded Debt Mediation Party shall not be compelled or required to receive any such OCC Recovery Proposal or to participate in the Mediation regarding such OCC Recovery Proposal. Absent such public disclosure of MNPI or in the event of an incomplete disclosure of MNPI, each Mediation Party that has received MNPI is authorized to publicly disclose such MNPI (including, for the avoidance of doubt, any Proposal Information). Without limiting any cleansing and self-cleansing provisions herein and in any confidentiality agreement entered into in these Chapter 11 Cases, Mediation Proposals are not intended to constitute MNPI, subject to any Mediation Party's rights to require any MNPI therein to be publicly disclosed by the Debtors or to publicly disclose such MNPI, in each case, pursuant to this paragraph 14. Each Mediation Party shall ensure that its counsel, representatives and advisors are aware of the requirements of paragraphs 13 and 14 herein, and to the extent any Mediation Party discloses MNPI or provides MNPI to another Mediation Party or a Funded Debt Mediation Party not in compliance with the provisions set forth in paragraphs 13 and 14, they may be subject to a remedy to be determined by the Court (which such remedy may be sought on an expedited basis).

15. No party-in-interest in these Chapter 11 Cases, including each of the Debtors or any successor to the Debtors, shall have any claim, defense, objection, or cause of action of any nature whatsoever against a Mediation Party, including, but not limited to, any objection to a claim, or any other basis to withhold, subordinate, disallow, or delay payment or issuance of any consideration to a Mediation Party on account of a claim based on such party's trading in securities of the Debtors by reason of such party's participation in the Mediation, or such party's receipt, as

a result of participation in the Mediation, of (a) information with respect to which, at the time of such trading, such party has no duty of confidentiality under a Confidentiality Agreement, or (b) a Mediation Proposal or settlement proposal, whether or not such Mediation Proposal or settlement proposal is confidential; provided, however, that nothing herein shall be deemed to waive any claims for non-compliance with this Order or any other contractual confidentiality obligations.

16. This Order does not determine whether any Mediation Materials are subject to any privilege. No discovery may be taken in connection with the conduct of the Mediation, unless consented to by the applicable Mediation Parties. Nothing in this Order shall preclude any Mediation Party from seeking discovery at any time pursuant to applicable law and all rights are reserved with respect to seeking or opposing any such discovery, *provided* that (a) no discovery may be taken in connection with the conduct of the Mediation, unless consented to by the applicable Mediation Parties and (b) the Debtors shall continue in the ordinary course to respond to discovery requests which were served prior to the Mediation and shall not use the existence of Mediation as a reason to not comply with their discovery and diligence obligations.

17. No written record or transcript of any discussion had in the course of the Mediation is to be kept, absent express written agreement by the Mediation Parties.

18. If any Mediation Party is requested or required (by subpoena, legal process, or otherwise) to disclose any information that is protected from disclosure pursuant to this Order, that party shall promptly notify the other Mediation Parties so that the Mediation Parties may seek an appropriate protective order. If any party objects to disclosure, the information shall not be disclosed except pursuant to a final court order requiring it.

19. The Mediation shall in all respects be non-binding and without prejudice to any Mediation Party's rights, claims, or defenses, unless the Mediation Parties agree in writing to be

so bound; provided however, that any settlement agreement(s) reached through Mediation reduced to writing and signed shall be binding as to each signatory in accordance with the terms of such written agreement, subject, with respect to the Debtors, to the requirements of section 363(b) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 9019, and any other provisions of the Bankruptcy Code, as applicable, and this Court will retain jurisdiction to enforce any such settlement agreement(s).

20. Unless the Mediator has only requested the participation of certain Mediation Parties or counsel for a given Mediation Session (whether occurring in person or by video or audio conference), a representative(s) or individual designee(s) from each Mediation Party with full authority to negotiate on such Mediation Party's behalf and to settle the Mediation, in full or in part, and thereby bind the party for whom such representative acts, shall attend each scheduled Mediation Session, although the selection of that representative or designee shall be left to the discretion of each Mediation Party, and a Mediation Party may make a request to the Mediator that it be excused from having a representative or designee attend a Mediation Session; *provided* that, notwithstanding the foregoing, (i) unless otherwise required by the Mediator, none of the Ad Hoc First Lien Group, Ad Hoc Cross-Holder Group, or Non-RSA 1L Group shall be required to have more than one such representative or designee of their respective ad hoc group attend a Mediation Session, and (ii) it is understood that any such representative or designee of the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, or the Non-RSA 1L Group does not possess full authority to negotiate on behalf of the respective ad hoc group of which it is a member and cannot settle any matter or the Mediation, in full or in part, on behalf of or bind other members of its respective ad hoc group. For the avoidance of doubt, (a) members of the Multi-State Endo Executive Committee and their respective staff shall not be required to attend any Mediation Session in person and

instead may be represented by their professional advisors; it being understood and agreed that if necessary, the Mediator shall have the right to revisit this provision with counsel to the Multi-State Endo Executive Committee if the Mediator deems it necessary; and (b) notwithstanding the first sentence of this paragraph, and in recognition of the high levels of authority within the Department of Justice that may be required to approve any proposed resolution, the United States of America shall be entitled to determine its appropriate representatives for the Mediation irrespective of whether the representatives have settlement authority.

21. The Mediation Parties agree, for the avoidance of doubt, that in addition to any other individuals or entities covered by this Order, all individuals participating in the Mediation as representatives of the Mediation Parties are bound by the terms of this Order and shall have the same obligations as the Mediation Parties under this Order.

22. The confidentiality provisions of Rule 5.0 of the Mediation General Order are incorporated herein. Upon entry of this Order, the Mediation Parties shall also work together to enter into a separate confidentiality stipulation and protective order with respect to the Mediation Information (the “Stipulation and Protective Order”), which shall be executed and submitted to the Court prior to the commencement of any Mediation Sessions. The Stipulation and Protective Order may govern any issues with respect to any Mediation Party’s disclosure of any MNPI exchanged during the course of the Mediation, but shall not supersede or modify the terms of paragraphs 13 and 14 of this Order without the consent of the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, and the Non-RSA 1L Group.

23. Nothing in this Order or in the Stipulation and Protective Order shall prevent or in any way limit or impair the right of the United States to disclose to any agency or department of the United States, or any division of any such agency or department, Mediation Information and

information marked confidential in connection with the Stipulation and Protective Order relating to any potential violation of law or regulation, or relating to any matter within that agency's statutory or regulatory mission and/or oversight; nor shall anything contained in this Order prevent or in any way limit or impair the use of any such Mediation Information and/or information marked confidential in connection with the Stipulation and Protective Order by an agency in any proceeding relating to any potential violation of law or regulation, or the use of such information relating to any matter within that agency's statutory or regulatory mission and/or oversight. Nothing in this Order or in the Stipulation and Protective Order limits the right of the United States to disclose to any law enforcement authority of a state, local, or tribal government any Mediation Information and any information marked confidential in connection with a Stipulation and Protective Order relating to any potential violation of law or regulation, or the use of such information in connection with a proceeding relating to any potential violation of law or regulation.

24. The purpose of the Mediation is to facilitate arm's-length negotiations. No Mediation Party and no recipient of any Mediation Information who is not otherwise an "insider" of the Debtors or their non-Debtor affiliates (as such term is defined in the Bankruptcy Code) shall (a) be or become such an insider, or a temporary insider, or a non-statutory insider under bankruptcy law, or an agent or a fiduciary of any of the Debtors or their non-Debtor affiliates; (b) be deemed to owe any duty to any of the Debtors or their non-Debtor affiliates; (c) undertake any duty to any other party in interest (with the exception of the duties of confidentiality set forth herein, in the Stipulation and Protective Order, and in any other applicable confidentiality agreements); or (d) be deemed to misappropriate any information of any of the Debtors or their non-Debtor affiliates, in each of the foregoing (a) through (d), as a result of (i) participating in any Mediation Session; or (ii) being aware, or in possession, of any Mediation Proposal delivered or

received by any party in interest or their agents or advisors in connection with the Mediation; *provided however*, that nothing herein shall effect any party's pre-existing status as an insider, fiduciary obligations, if any, or the obligations of the parties set forth hereunder.

25. Nothing in this Order is intended to, nor shall it operate as, granting relief from the automatic stay in the Debtors' Chapter 11 Cases.

26. At the conclusion of the Mediation, the Mediator shall file with the Court a memorandum stating only (a) that the Mediator has conducted the Mediation; (b) the names of the Mediation Parties, including counsel, advisors, and principals thereto or thereof, who participated in the Mediation; (c) whether the Mediator believes that the Mediation Parties participated in good faith; and (d) whether any settlements or agreements were reached, and if so, the terms of such settlements or agreements. If the Mediation is extended in accordance with paragraph 6, whether the extension included all or only some of the Mediation Parties, the Mediator shall file with the Court a memorandum stating that the Mediation was extended, the Mediation Parties included in such extension (if applicable), and the date to which it is extended.

27. The Mediation Parties and their respective counsel and advisors shall participate in the Mediation in good faith and comply with all directions issued by the Mediator.

28. Except as provided in paragraph 26 of this Order, the Mediator shall not be compelled to disclose any information concerning the Mediation in any forum or proceeding, nor shall any Mediation Party, or any other party in interest: (a) call or subpoena the Mediator as a witness or expert in any proceeding relating to the Mediation, the subject matter of the Mediation, or any thoughts or impressions that the Mediator may have about the Mediation Parties, or their respective positions, in the Mediation; (b) subpoena any notes, documents or other materials prepared by the Mediator in connection with the Mediation; or (c) offer any statements, views or

opinions expressed or held by the Mediator in connection with any proceeding, including, without limitation, any pleading or other submission to any court.

29. The Mediator and any legal personnel employed by Willkie Farr & Gallagher LLP who assist the Mediator with the Mediation shall be immune from claims arising out of acts or omissions incident to their service in these Chapter 11 Cases.

30. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted in this Order in accordance with the Stipulation and Agreed Order.

31. Notice of the Stipulation and Agreed Order as provided therein shall be deemed good and sufficient notice of such Stipulation and Agreed Order and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

32. This Court retains exclusive jurisdiction to interpret, implement and enforce the provisions of this Order.

33. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective immediately upon entry hereof.

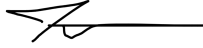
Dated: January 26, 2023  
New York, New York

/s/ *James L. Garrity, Jr.*

HON. JAMES L. GARRITY, JR.  
UNITED STATES BANKRUPTCY JUDGE



**THIS IS EXHIBIT “K”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

**EXHIBIT 3-A**

**PPOC Trust Agreement**

WORKING DRAFT /  
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS  
BY ALL INTERESTED PARTIES

**TRUST AGREEMENT OF**  
**VOLUNTARY PRESENT PRIVATE OPIOID CLAIMANT RESOLUTION TRUST**

**DATED AS OF [•], 2023**

**BY AND AMONG**

**[•] AS PPOC TRUSTEE**

**[•] AS RESIDENT TRUSTEE**

**and**

**[TENSOR LIMITED]**

WORKING DRAFT /  
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS  
BY ALL INTERESTED PARTIES

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Exhibit C – Investment Guidelines

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SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS  
BY ALL INTERESTED PARTIES

## **VOLUNTARY PRIVATE OPIOID CLAIMANT RESOLUTION TRUST AGREEMENT**

THIS VOLUNTARY PRIVATE OPIOID CLAIMANT RESOLUTION TRUST AGREEMENT (this “Trust Agreement”<sup>1</sup>), dated as of [●], 2021 (the “Effective Date”), is entered into by and among each of (i) the undersigned PPOC Trustee (together with any successor or additional trustee appointed under the terms of this Trust Agreement, the “PPOC Trustee”), (ii) [Tensor Limited] (the “Purchaser”<sup>2</sup>) and (iii) [●], as the Delaware resident trustee (together with any successor Delaware resident trustee appointed under the terms of this Trust Agreement, the “Resident Trustee”), for the purpose of forming a statutory trust under and pursuant to the provisions of the Delaware Statutory Trust Act, 12 Del. C. §§ 3801, et seq. (as the same may from time to time be amended, or any successor statute, the “Trust Act” and such trust, the “PPOC Trust”).

### **RECITALS**

WHEREAS, (A) on August 16, 2022 (the “Petition Date”), Endo International plc and certain of its affiliate debtors and debtors in possession filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, thereby commencing the chapter 11 cases jointly administered by the Bankruptcy Court under the caption *In re Endo International plc, et al.*, Case No. 22-22549 (JLG) (the “Chapter 11 Cases”); and (B) certain of the Debtors’ other affiliates filed voluntary petitions for relief on May 25, 2023, and May 31, 2023, respectively, and their cases are also being jointly administered as part of the Chapter 11 Cases;

WHEREAS, on March 24, 2023, the Debtors, the Creditors’ Committee, the OCC and the Ad Hoc First Lien Group filed the March 2023 Stipulation.<sup>3</sup>

WHEREAS, filed with the March 2023 Stipulation were certain term sheets, including the OCC Resolution Term Sheet setting forth, *inter alia*, certain terms to be implemented pursuant to this Trust Agreement related to the voluntary funding by the Purchaser on or after the Closing Date of certain cash amounts, and the disbursement of such funds.

WHEREAS, in accordance with the Governing Order and Filings, (i) the Purchaser shall provide for the establishment of this PPOC Trust, (ii) the PPOC Trust shall receive the PPOC Trust Consideration from time to time pursuant to the PPOC Trust Installment Payments (or otherwise pursuant to the Purchaser’s exercise of the PP Prepayment Option), (iii) the PPOC Trust shall assume all liability of the Debtors and the other Released Parties for any and all Channeled Claims, pursuant to the OCC Resolution Term Sheet, solely for the purpose of effectuating the PPOC Trust

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<sup>1</sup> This Trust Agreement may also be referred to as the “PPOC Trust Agreement” in other documents referred to in the OCC Resolution Term Sheet.

<sup>2</sup> the Purchaser may also be referred to as the “Buyer,” “NewCo” or the “Stalking Horse Bidder” in certain PPOC Trust Documents or PPOC Sub-Trust Documents.

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Glossary attached hereto as Exhibit A, the Sale Order, the March 2023 Stipulation, the OCC Resolution Term Sheet, the Master PPOC TDP or the Cash Collateral Order, as applicable.

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Distributions Procedures (the “Master PPOC TDP”) attached as Exhibit B to this Trust Agreement, pursuant to which (A) each Channeled Claim shall either be automatically channeled to and assumed exclusively by a PPOC Sub-Trust or otherwise disallowed and released in full and (B) in exchange for the assumption of the applicable Channeled Claims, the PPOC Sub-Trusts shall receive the distributions set forth in the Master PPOC TDP;

WHEREAS, in accordance with the Governing Order and Filings, on or about the date hereof, the [the Purchaser and certain trustees] created (i) an abatement trust (the “Hospital Trust”) to (a) assume all liability for Hospital Opioid Claims, (b) administer Hospital Opioid Claims, (c) collect distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to Holders of Hospital Opioid Claims, (ii) a victim compensation trust (the “NAS PI Trust”) to (a) assume all liability for NAS PI Claims, (b) administer NAS PI Claims, (c) collect distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to Holders of NAS PI Claims, (iii) a victim compensation trust (the “PI Trust”) to (a) assume all liability for PI Opioid Claims, (b) administer PI Opioid Claims, (c) collect distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with its PPOC Sub-Trust Documents, including to Holders of PI Opioid Claims, (iv) a trust (the “TPP Trust”) to (a) assume all liability for Third-Party Payor Opioid Claims, (b) administer Third-Party Payor Opioid Claims, (c) collect distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with its PPOC Sub-Trust Documents, including to Holders of Third-Party Payor Opioid Claims, and (v) an abatement trust (the “IERP Trust II”) to (a) assume all liability for Independent Emergency Room Physicians Opioid Claims, (b) administer Independent Emergency Room Physicians Opioid Claims, (c) collect distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to holders of Independent Emergency Room Physicians Opioid Claims.

WHEREAS, in accordance with the Governing Order and Filings and the Master PPOC TDP, beneficial interests in the PPOC Trust shall be granted to [the Hospital Trust (such interest, the “PPOC Hospital Claim”), the NAS PI Trust (such interest, the “PPOC NAS PI Claim”), the PI Trust (such interest, the “PPOC PI Claim”), the TPP Trust (such interest, the “PPOC TPP Claim”), and the IERP Trust II (such interest, the “PPOC IERP II Claim”) which PPOC Hospital Claim, PPOC NAS PI Claim, PPOC PI Claim, PPOC TPP Claim and PPOC IERP II Claim (collectively, the “PPOC Claims”) shall respectively entitle each applicable PPOC Sub-Trust to payment of its respective portion of the PPOC Consideration in accordance with the terms of the Governing Order and Filings and this Trust Agreement;

WHEREAS, the purposes of the PPOC Trust are, among other things, to: (i) further channel all asserted Opioid Claims voluntarily channeled to the PPOC Trust by participating PPOCs to the PPOC Sub-Trusts in accordance with the Governing Order and Filings and the PPOC Trust Documents; (ii) preserve, hold, collect, manage, maximize, and liquidate the assets of the PPOC Trust for use in (x) funding the PPOC Sub-Trusts in accordance with the Master PPOC TDP, to allow such PPOC Sub-Trusts to resolve Opioid Claims voluntarily channeled to them, and (y)



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paying any and all administration and operating expenses of the PPOC Trust, including the fees and expenses of any PPOC Professionals (as defined herein) and the PPOC Trustee; and (iii) qualify at all times as a qualified settlement fund; and;

WHEREAS, the PPOC Trust was established and is effective for the benefit of the PPOC Sub-Trusts.

## AGREEMENT

NOW, THEREFORE, pursuant to the Sale Order, and in consideration of the foregoing and upon the terms and subject to the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DECLARATION OF TRUST

Section 1.01. Creation of Trust. The Purchaser, the PPOC Trustee and the Resident Trustee, pursuant to the Governing Order and Filings, and in accordance with the applicable provisions of the Bankruptcy Code, hereby create the PPOC Trust, which shall bear the legal name “Voluntary Present Private Opioid Claimant Resolution Trust.” In connection with the exercise of the PPOC Trustee’s power hereunder, the PPOC Trustee may use this name or such variation thereof as the PPOC Trustee reasonably sees fit. It is the intention of the parties hereto that the PPOC Trust created hereby constitutes a statutory trust under the Trust Act and that the Governing Order and Filings and the PPOC Trust Documents, constitute the governing instruments of the PPOC Trust.

Section 1.02. Purpose of PPOC Trust. The purpose of the PPOC Trust is to carry out the duties of the PPOC Trust as set forth in the March 2023 Stipulation on behalf, and for the benefit, of the PPOC Sub-Trusts, including to effectuate the Master PPOC TDP and to liquidate, convert to Cash and distribute the PPOC Trust Consideration in accordance with the terms of the March 2023 Stipulation and this Trust Agreement. The PPOC Trust shall, in each case in accordance with the March 2023 Stipulation and the PPOC Trust Documents: (a) hold, manage, sell, invest and distribute the PPOC Transferred Assets for the benefit of the PPOC Sub-Trusts in accordance with the Governing Order and Filings and the PPOC Trust Documents, as set forth therein and incorporated herein; (b) further channel all asserted Opioid Claims voluntarily channeled to the PPOC Trust by Participating PPOCs to the PPOC Sub-Trusts in accordance with the Governing Order and Filings and the PPOC Trust Documents; (c) make payments to the PPOC Sub-Trusts from time to time, to permit such PPOC Sub-Trusts to satisfy the PPOC Claims; and (d) maintain the PPOC Website (as defined herein), if determined necessary or desirable by the PPOC Trustee; (e) fund an operating reserve for the PPOC Trust (the “PPOC Operating Reserve”) to pay PPOC Operating Expenses (as defined herein) and (f) pay any and all administration and operating expenses of the PPOC Trust, including the fees and expenses of any PPOC Professionals, the Resident Trustee and PPOC Trustee. None of the PPOC Trust nor any PPOC Sub-Trust shall be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth

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in this Trust Agreement, or any other applicable agreement. The PPOC Trust is not and shall not be deemed an affiliate of the Purchaser.

Section 1.03. Vesting of the Trust Assets and Funding of the Trust; Accounting.

(a) On and after the Effective Date, and in accordance with the Governing Order and Filings and the PPOC Trust Documents, the PPOC Trust Consideration shall be irrevocably and voluntarily transferred to and vest in the PPOC Trust free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind. The PPOC Trust shall have no liability for any prepetition or postpetition Claims, Causes of Action or liabilities of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date. For the avoidance of doubt, to the extent Channeled Claims are further channeled to the PPOC Sub-Trusts pursuant to the Master PPOC TDP, such PPOC Sub-Trusts shall be liable therefor.

(b) The Purchaser shall execute any documents or other instruments and shall take all other steps as the PPOC Trustees reasonably request to reflect the transfer and assignment of the PPOC Trust Consideration to the PPOC Trust. Neither the Debtors nor any other Person (other than the PPOC Sub-Trusts) shall have any interest in or with respect to the PPOC Trust Consideration or the PPOC Trust.

(c) The PPOC Trust shall be funded voluntarily by the Purchaser on and after the Closing Date with the PPOC Trust Consideration.

(d) The PPOC Trust Consideration and all other assets held from time to time by the PPOC Trust under this Trust Agreement and any earnings, including interest, on any of the foregoing shall be held and applied by the PPOC Trustee solely in accordance with the terms of the Governing Order and Filings and the PPOC Trust Documents.

(e) In accordance with the OCC Resolution Term Sheet, the PPOC Trust shall perform an accounting of PPOC opt-in and release documentation received with respect to each PPOC Sub-Trust, and if the percentage of Opt-In PPOCs for any PPOC Sub-Trust exceeds 40% of the sum of Opt-In PPOCs and Participating PPOCs for such PPOC Sub-Trust (such excess percentage, the “Underparticipation Percentage”), then an amount equal to the product of the aggregate amount of PPOC Trust Consideration allocated to such PPOC Sub-Trust multiplied by the Underparticipation Percentage shall be returned to the Purchaser no later than ninety (90) days after such accounting is completed; *provided* that in no event shall funds be returned on account of a PPOC’s failure to timely execute a Release Form, which Release Form is subsequently treated as timely by the PPOC Trust Board. At the request of the Purchaser, such accounting and underlying data shall be delivered (if so requested, the cost of such delivery shall be borne by the Purchaser and redacted as necessary at the expense of the Purchaser) to the Purchaser.

Section 1.04. Assumption of Channeled Claims and the Master PPOC TDP.

(a) As of the Effective Date, any and all liability of the Debtors and the other Released Parties for any and all Channeled Claims shall automatically, and without further act, deed or court

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order, be voluntarily channeled to and assumed by the PPOC Trust solely for the purpose of effectuating the Master PPOC TDP, pursuant to which (i) each Channeled Claim shall either be automatically channeled to and assumed exclusively by a PPOC Sub-Trust or otherwise disallowed and released in full<sup>4</sup> and (ii) in consideration for the assumption by the PPOC Sub-Trusts of Channeled Claims in accordance therewith, the PPOC Trust shall make the distributions to the PPOC Sub-Trusts as set forth in the Master PPOC TDP.

(b) Distributions, in accordance with the applicable trust distribution procedures included in the PPOC Sub-Trust Documents (the “PPOC Sub-Trust TDPs”)<sup>5</sup>, from the PPOC Sub-Trust to which a Channeled Claim is voluntarily channeled, in accordance with the Master PPOC TDP, shall be the sole source of remuneration, if any, in respect of such Channeled Claim, and the PPOC holding such Channeled Claim shall have no other or further recourse against any Released Party, including the PPOC Trust. All Channeled Claims channeled to a PPOC Sub-Trust in accordance with the Master PPOC TDP shall be administered, liquidated and discharged solely pursuant to, and solely to the extent provided in, the applicable PPOC Sub-Trust TDP for such PPOC Sub-Trust. All Channeled Claims that are disallowed and released and not channeled to a PPOC Sub-Trust in accordance with the Master PPOC TDP shall have no recourse to any Released Party, including the PPOC Trust. For the avoidance of doubt, in no event shall any Channeled Claim have any recourse to the assets of the PPOC Trust.

(c) In furtherance of the foregoing, the PPOC Trust, except as otherwise provided in the Sale Order or the PPOC Trust Documents, shall have all defenses, cross-claims, offsets and recoupments, as well as rights of indemnification, contribution, subrogation and similar rights, regarding the Channeled Claims that the Debtors have, or would have had, under applicable law, but solely to the extent consistent with the PPOC Trust Documents and the March 2023 Stipulation; *provided* that no such Claims, defenses or rights may be asserted against any Released Party; and *provided further* that all such defenses, cross-claims, offsets and recoupments regarding any Channeled Claim that is channeled to a PPOC Sub-Trust in accordance with the Master PPOC TDP shall be transferred to such PPOC Sub-Trust with such Channeled Claim, at which point, the PPOC Trust shall no longer have such defenses, cross-claims, offsets and recoupments regarding such Channeled Claim.

Section 1.05. Appointment and Acceptance of Initial PPOC Trustee. Upon the occurrence of the Effective Date, the PPOC Trustee identified in Section 8.01(a) hereof shall be appointed to serve as the trustee of the PPOC Trust, subject to the terms of the Governing Order and Filings and this Trust Agreement. The PPOC Trustee shall have and perform all of the duties, responsibilities, rights and obligations of the PPOC Trust set forth in the PPOC Trust Documents. The PPOC Trustee, subject to the terms and conditions of the Governing Order and Filings and the PPOC Trust Documents, shall be authorized to execute, deliver, file or record such documents,

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<sup>4</sup> In the event a claim is disallowed in full pursuant to this clause (i), such disallowance shall have no effect on the enforceability, efficacy, scope or terms of the PPOC Release Form or the Release granted thereunder.

<sup>5</sup> For the avoidance of doubt, the PPOC Sub-Trust TDPs shall, to the extent applicable, be subject to the Master PPOC TDP.

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contracts, instruments, releases and other agreements, and to take such actions as may be necessary or appropriate, to effectuate and further evidence the terms and conditions of the March 2023 Stipulation, including the OCC Resolution Term Sheet, any agreement entered into in connection with the March 2023 Stipulation and the PPOC Trust Documents. The PPOC Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the PPOC Trust and not otherwise herewith. The PPOC Trustee(s) shall have the authority to bind the PPOC Trust within the limitations set forth in this Trust Agreement, but shall for all purposes hereunder be acting in their respective capacities as PPOC Trustee, and not individually.

Section 1.06. No Reversion to Debtors or the Purchaser. In no event shall any part of the PPOC Trust's assets revert to or be distributed to any Debtor or the Purchaser except for any reversion to the Purchaser contemplated by the OCC Term Sheet and solely as a result of any adjustments to allocations to any PPOC Sub-Trusts required in the event the accounting required by the OCC Term Sheet and performed in accordance with Section 1.03(e) shows that participation in any PPOC Sub-Trusts falls within the range of the Underparticipation Percentage.

Section 1.07. Relationship to Sale Order and the March 2023 Stipulation. The principal purpose of this Trust Agreement is to aid in the implementation of the Governing Order and Filings and the Master PPOC TDP, and, therefore, this Trust Agreement incorporates the provisions thereof. To the extent that there is conflict between the provisions of this Trust Agreement, the provisions of the Governing Order and Filings, the Master PPOC TDP and the March 2023 Stipulation, each document shall have controlling effect in the following rank order: (a) the Sale Order; (b) this Trust Agreement; (c) the Master PPOC TDP; and (d) the March 2023 Stipulation. All PPOC Sub-Trust Documents shall be subject, to the extent applicable, to the PPOC Trust Documents.

Section 1.08. Incidents of Ownership. Except as otherwise provided in this Trust Agreement, the PPOC Sub-Trusts shall be the sole beneficiaries of the PPOC Trust, and the PPOC Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized in the Governing Order and Filings or the PPOC Trust Documents, including those powers set forth in this Trust Agreement.

## ARTICLE II PPOC SUB-TRUSTS

### Section 2.01. PPOC Claims.

(a) On the Effective Date, each PPOC Claim shall hereby be [issued] to the applicable PPOC Sub-Trust in accordance with the March 2023 Stipulation and the Master PPOC TDP.

(b) No party shall have any beneficial interests in the PPOC Trust other than as provided in Section 2.01(a).

(c) Notwithstanding anything to the contrary herein or otherwise, as set forth in the OCC Resolution Term Sheet, (i) none of the Public Opioid Claimants, Tribal Opioid Claimants, Putative Future Opioid Claimants (to the extent any are ever determined, adjudicated, or agreed to

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exist), Co-Defendants, or any distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of opioids or opioid products shall be entitled to receive funds from the PPOC Trust or any applicable PPOC Sub-Trusts, and (ii) the ultimate right to receive any PPOC Trust Consideration on account of an Opioid Claim shall be subject to, and determined pursuant to, the PPOC Trust Documents and the PPOC Sub-Trust Documents.

Section 2.02. Disputed or Conflicting Claims or Demands. If any dispute arises with respect to a payment or distribution on account of a PPOC Claim, the PPOC Trustee shall be entitled to elect to make no payment or distribution with respect to such PPOC Claim subject to the dispute and the PPOC Trustee shall promptly refer such dispute to the Chosen Courts; *provided* that any undisputed portion of such payment or distribution shall not be deferred pending such resolution. In so doing, the PPOC Trustee shall not be or become liable to any party for its refusal to make such payment or distribution. The PPOC Trustee shall be entitled to refuse to act until either (a) the rights of the adverse claimants have been adjudicated by a Final Order of the applicable Chosen Court or (b) all disputes have been resolved by a written agreement among all such parties and the PPOC Trustee, which agreement shall include a complete release of the PPOC Trust, the PPOC Trustee and any relevant representative thereof (the occurrence of the event described in either clause (a) or (b) in this Section 2.02 of this Trust Agreement being referred to as a “Dispute Resolution”). Promptly after a Dispute Resolution is reached, the PPOC Trustee shall transfer the payments and distributions, if any, in accordance with the terms of such Dispute Resolution. The Chosen Courts shall have exclusive jurisdiction over any dispute under this Trust Agreement.

Section 2.03. Rights of PPOC Sub-Trusts. Each PPOC Sub-Trust shall be entitled to participate in the rights and benefits due to a PPOC Sub-Trust hereunder according to the terms of its PPOC Claim, as applicable. Other than as expressly set forth in this Trust Agreement, the PPOC Claims shall not have consent or voting rights or otherwise confer on the PPOC Sub-Trusts any rights similar to the rights of a shareholder of a corporation in respect of any actions taken or to be taken by the PPOC Trustee in connection with the PPOC Trust. Each applicable PPOC Claim is hereby declared and shall be in all respects personal property of the applicable PPOC Sub-Trust. Except as expressly provided hereunder, a PPOC Sub-Trust shall have no title to, right to, possession of, management of or control of the PPOC Trust or its assets or to any right to call for a partition or division of such assets or to require an accounting. The sole interest of each PPOC Sub-Trust shall be the rights and benefits given to such PPOC Sub-Trust under the PPOC Trust Documents and the Governing Order and Filings. For the avoidance of doubt, upon the payment in full in Cash of any PPOC Claim, following such PPOC Claim being channeled to the relevant PPOC Sub-Trust, the holder of such PPOC Claim shall immediately cease to be entitled to the benefits of a PPOC Sub-Trust for all purposes under this Trust Agreement, and the PPOC Trustee shall have no further fiduciary duties thereto.

Section 2.04. Nontransferability of PPOC Claims. The PPOC Claims shall be nontransferable and nonassignable.

Section 2.05. Limited Liability. No provision of the Governing Order and Filings or the PPOC Trust Documents, and no mere enumeration herein of the rights or privileges of any PPOC

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Sub-Trust, shall give rise to any liability of such PPOC Sub-Trust solely in its capacity as such, whether such liability is asserted by any Debtor, creditor, successor, representative, employee or equity interest holder of any Debtor, or by any other Person. The PPOC Sub-Trusts shall be deemed to receive the PPOC Claims from the PPOC Trust in accordance with the provisions of the Governing Order and Filings and the PPOC Trust Documents without further obligation or liability of any kind, but subject to the provisions of this Trust Agreement.

### ARTICLE III POWERS AND TRUST ADMINISTRATION

#### Section 3.01. Powers of the PPOC Trustee.

(a) Pursuant to the terms of the Governing Order and Filings and the PPOC Trust Documents, the PPOC Trustee shall have all powers necessary to accomplish the purposes of the PPOC Trust in accordance with the PPOC Trust Documents and the Governing Order and Filings. The PPOC Trustee shall (i) have the power and authority to perform all functions on behalf of the PPOC Trust, (ii) be responsible for all decisions and duties with respect to the PPOC Trust and its assets, and (iii) in all circumstances, and at all times, act in a fiduciary capacity for the benefit of and in the best interests of the PPOC Sub-Trusts, in furtherance of the purposes of the PPOC Trust, and in accordance with the March 2023 Stipulation and the PPOC Trust Documents.

(b) Without limiting, but subject to, the foregoing paragraph (a), and except as limited in the March 2023 Stipulation, this Trust Agreement and by applicable law, the PPOC Trustee shall be expressly authorized to:

- (i) hold and maintain the PPOC Operating Reserve from Cash held or received by the PPOC Trust to the extent deemed necessary by the PPOC Trustee to satisfy and pay future PPOC Operating Expenses, and release funds from the PPOC Operating Reserve;
- (ii) delegate certain duties identified by it from time to time to the PPOC Trust's representatives;
- (iii) cooperate with the Purchaser in connection with the negotiation, distribution, collection and tabulation of PPOC opt-in and release documentation, and any related calculations contemplated by the OCC Resolution Term Sheet;
- (iv) enforce the terms of the March 2023 Stipulation against the Purchaser;
- (v) make distributions to PPOC Sub-Trusts in accordance with the March 2023 Stipulation and this Trust Agreement;
- (vi) determine the timing of distributions, to the extent permitted by the March 2023 Stipulation and this Trust Agreement;

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- (vii) prosecute any Claims or Causes of Action accruing to the PPOC Trust, elect not to pursue any such Claims or Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss or otherwise dispose of any such Claims or Causes of Action;
- (viii) retain PPOC Trust Professionals to assist in performing their duties under the March 2023 Stipulation and hereunder;
- (ix) prepare an operating budget for the PPOC Trust;
- (x) maintain the books, records and accounts of the PPOC Trust;
- (xi) invest Cash of the PPOC Trust only to the extent permitted hereunder;
- (xii) incur and pay reasonable and necessary PPOC Operating Expenses in connection with the performance of duties hereunder, including the reasonable fees and expenses of the PPOC Trust Professionals;
- (xiii) administer the PPOC Trust's tax obligations, including, but not limited to, representing the interest and account of the PPOC Trust before any taxing authority in all matters including any claim, defense, action, suit, proceeding or audit;
- (xiv) in the case of the PPOC Trustee who is the "administrator" within the meaning of Treasury Regulations Section 1.468B-2(k)(3), perform the duties and functions contemplated in Section 6.01(a) of this Trust Agreement;
- (xv) negotiate, enter into and perform under an escrow agreement contemplated by the OCC Resolution Term Sheet under the heading "Trust Expenses," to the extent such concept is applicable in accordance with the terms of the OCC Resolution Term Sheet;
- (xvi) maintain appropriate liability insurance for the Indemnified Parties;
- (xvii) pay statutory fees; and
- (xviii) perform such other duties and functions that are consistent with the implementation of the March 2023 Stipulation and the PPOC Trust Documents.

For purposes of this Trust Agreement, "PPOC Operating Expenses" means any and all costs, expenses, fees, taxes, disbursements, debts or obligations incurred from the operation and administration of the PPOC Trust, including in connection with the prosecution or settlement of any Claims or Causes of Action accruing to the PPOC Trust, working capital, all compensation, costs and fees of the PPOC Trustee and any professionals or advisors retained by the PPOC Trust,

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and any actual or potential indemnification obligations pursuant to Section 9.05 reasonably expected by the PPOC Trustee, but excluding any amounts to be paid in respect of the PPOC Claims, all of which shall be paid from the PPOC Trust Consideration.

(c) The PPOC Trustee shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any asset, liability or responsibility of the PPOC Trust. Such legal actions and other proceedings shall be limited solely to those required for the purposes of satisfying the responsibilities of the PPOC Trust and maximizing the benefits to the PPOC Sub-Trusts and their beneficiaries. The PPOC Trustee shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the PPOC Trustee. The PPOC Trust shall be responsible for the payment from the PPOC Trust Consideration of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the PPOC Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing.

(d) Except as otherwise provided in the PPOC Trust Documents, the PPOC Trustee shall not be required to obtain any order or approval of any Chosen Court or account to any Chosen Court, for the exercise of any right, power or privilege conferred hereunder.

Section 3.02. General Administration.

(a) The PPOC Trustee shall host a semi-annual call for the PPOC Sub-Trusts to answer questions of the PPOC Sub-Trusts relating to the PPOC Trust, and shall otherwise make themselves reasonably available to answer questions of the PPOC Sub-Trusts relating to the PPOC Trust's activities.

(b) The PPOC Trustee may, but shall not be required to, establish a publicly available website (the "PPOC Website") as soon as reasonably practicable after the Effective Date to aid in communicating information to the PPOC Sub-Trusts and Participating PPOCs and holders of Channeled Claims and in making the activities of the PPOC Trust as transparent as possible.

Section 3.03. Master PPOC TDP. The Master PPOC TDP shall become effective and be automatically implemented according to its terms and the terms of the March 2023 Stipulation upon the Effective Date, without any further order of any Chosen Court or action by the PPOC Trustee or any other Person. In the event any Person asserts any potential or alleged Channeled Claim against the PPOC Trust, the PPOC Trustee shall refer such potential or alleged Channeled Claim to a Chosen Court, which shall determine whether such Person has a Channeled Claim and, if such Person has a Channeled Claim, whether such Channeled Claim is channeled to a PPOC Sub-Trust or otherwise released in accordance with the Master PPOC TDP.

ARTICLE IV  
DURATION AND TERMINATION OF THE PPOC TRUST

Section 4.01. Duration. The PPOC Trust was formed as of the execution and filing of a Certificate of Trust with the Delaware Secretary of State on [●], 2023 and its existence is intended



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to continue until such time as its Certificate of Trust has been cancelled by the filing of a certificate of cancellation in accordance with Section 4.03 of this Trust Agreement. The execution and filing of the PPOC Trust's Certificate of Trust with the Delaware Secretary of State is hereby ratified.

Section 4.02. Dissolution of the PPOC Trust. The PPOC Trust shall be dissolved and the PPOC Trustee and the Resident Trustee shall be discharged from their respective duties with respect to the PPOC Trust upon completion of their duties as set forth in the March 2023 Stipulation and the PPOC Trust Documents, which, for the avoidance of doubt, shall be no earlier than the date on which (a) all assets held by the PPOC Trust, including any portion of the PPOC Trust Consideration, have been liquidated and (b) all payments and other distributions required to be made from the PPOC Trust under the March 2023 Stipulation and the PPOC Trust Documents have been made, unless dissolution on an earlier date is authorized pursuant to a Final Order of a Chosen Court. Subject to the foregoing sentences, the PPOC Trust shall be dissolved at such time as the PPOC Trustee determine that the administration of any remaining assets of the PPOC Trust are not likely to yield sufficient additional proceeds to justify further pursuit. In the event of the dissolution of the PPOC Trust, the enforceability, efficacy, scope and terms of the executed PPOC Release Forms and the release granted thereunder shall be unaffected.

Section 4.03. Continuance of PPOC Trust for Winding Up. After the dissolution of the PPOC Trust and solely for the purpose of liquidating and winding up the affairs of the PPOC Trust, the PPOC Trustee shall continue to act as such until their duties have been fully performed. As soon as practicable after the PPOC Trustee exhausts substantially all of the assets of the PPOC Trust, the PPOC Trustee shall, at the expense of the PPOC Trust, (a) provide for the retention and storage of the PPOC Trust's books and records until such time as all such books and records are no longer required to be retained under applicable law, (b) file a certificate with a Chosen Court informing such Chosen Court of the location at which such books and records are being stored and stating that the assets of the PPOC Trust have been exhausted and that final distributions of Cash have been made pursuant to the March 2023 Stipulation and the PPOC Trust Documents, (c) notify the PPOC Sub-Trusts that the PPOC Trustee has exhausted substantially all of the assets of the PPOC Trust, and (d) file a certificate of cancellation with the Secretary of State of the State of Delaware to terminate the PPOC Trust. Upon the taking of such actions in the preceding sentence, the PPOC Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the PPOC Trust or payments to be made in connection therewith. Notice of dissolution of the PPOC Trust and the filing of a Certificate of Cancellation shall be given to the Resident Trustee promptly following filing. For the avoidance of doubt, the dissolution of the PPOC shall not affect the enforceability, efficacy, scope or terms of the PPOC Release Form or the release granted thereunder.

## ARTICLE V ACCOUNTS, INVESTMENTS AND PAYMENTS

Section 5.01. Accounts. The PPOC Trustee may, from time to time, create such accounts and reserves within or in the name of the PPOC Trust as they may deem necessary, prudent or useful in order to discharge their duties hereunder and may, with respect to any such accounts or reserves, restrict the use of monies therein, and the earnings or accretions thereto (the "Trust

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Subaccounts”). Any such Trust Subaccounts established by the PPOC Trustee shall be held as PPOC Trust assets and are not intended to be subject to separate entity tax treatment as “disputed claims reserves” within the meaning of the IRC or Treasury Regulations, “disputed ownership funds” within the meaning of the IRC or Treasury Regulations, or otherwise.

Section 5.02. PPOC Operating Reserve. On and after the Effective Date, the PPOC Operating Reserve shall be held in a single segregated account administered by the PPOC Trustee to pay any and all PPOC Operating Expenses. On the Effective Date, or as promptly as practicable thereafter, the PPOC Trustee shall establish and fund the PPOC Operating Reserve from a portion of the PPOC Trust Installment Payment received on, or promptly following the Effective Date, in an amount determined by the PPOC Trustee as necessary to satisfy and pay estimated future PPOC Operating Expenses, and to be held and maintained by the PPOC Trustee. All PPOC Operating Expenses shall be satisfied and paid from the PPOC Operating Reserve. Periodically, until the dissolution of the PPOC Trust, the PPOC Trustee shall replenish the PPOC Operating Reserve from Cash held or received by the PPOC Trust to the extent deemed necessary by the PPOC Trustee to satisfy and pay estimated future PPOC Operating Expenses.

Section 5.03. Investments.

(a) Investment of monies held in the PPOC Trust shall comply with the guidelines set forth in Exhibit C to this Trust Agreement.

(b) The foregoing paragraph (a) shall not apply to securities, instruments or other assets received, or obtained as proceeds solely to the extent approved with the unanimous consent of the PPOC Trustee.

Section 5.04. Source of Payments. All PPOC Trust expenses and payments shall be payable solely out of the assets of the PPOC Trust (including the PPOC Trust Consideration). None of the Debtors, the Purchaser, the PPOC Trustee, any PPOC Trust representative, officer, employee or professional or any other Released Party shall be liable for the payment of any PPOC Trust expense or payment or any other liability of the PPOC Trust, except to the extent provided herein, or in the Governing Order and Filings.

ARTICLE VI  
TAX MATTERS

Section 6.01. U.S. Federal Income Tax Treatment.

(a) The PPOC Trust is intended to be treated, and shall be reported, as a “qualified settlement fund” within the meaning of Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the IRC (the “QSF Regulations”), and the Purchaser is intended to be treated, and shall be reported, as a person that transfers as a “transferor,” or as another person who transfers on behalf of a “transferor,” within the meaning of Treasury Regulations Sections 1.468B-1(d)(1) and 1.468B-2(b)(1), and, in each case, to the extent applicable, shall be treated consistently for state and local tax purposes, provided, however, that solely for U.S. federal income tax purposes, to the extent the PPOC Trust does not meet the

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requirements of Treasury Regulations Section 1.468B-1(c)(1) and (3), the PPOC Trust Consideration shall be treated as owned by the transferor thereof pursuant to Treasury Regulations Section 1.468B-1(j)(1), provided, further, however, that the PPOC Trust and any PPOC Sub-Trusts shall be implemented with the objective of maximizing tax efficiency to the Prepetition First Lien Secured Parties, the Purchaser (including with respect to the availability, location, and timing of tax deductions), the PPOC Trust, any PPOC Sub-Trusts, and the Participating PPOCs. To the extent that there is a tax savings for benefit of the PPOC Trust because the PPOC Trust is treated as owning the PPOC Trust Consideration for U.S. federal income tax purposes (pursuant to Treasury Regulations Section 1.468B-1(j)(1)), as determined by the PPOC Trust, upon a reasonable request setting forth in reasonable detail the amount of such tax savings, to the extent of available cash in the PPOC Trust the transferor shall be entitled to receive from the PPOC Trust an amount equal to such tax savings. All parties (including the Debtors, the PPOC Trust, the PPOC Trustee, the Purchaser and the PPOC Sub-Trusts) shall report consistently with the foregoing. The parties agree to treat the implementation of the Trust Agreement consistent with the foregoing to the extent permitted by applicable law, provided, however, that to the extent the PPOC Trust Consideration is paid by, or on behalf of, an Irish or other entity that is created, organized or resident in a jurisdiction outside the United States (a “Non-U.S. Payor”) to the PPOC Trust or, if applicable, the PPOC Sub-Trusts, the structuring, implementation and tax reporting with the objective of maximizing tax efficiency to the Prepetition First Lien Secured Parties or the Purchaser shall be exclusively at the expense of the Purchaser. To the extent the Purchaser elects for the PPOC Trust Consideration to be paid to the PPOC Trust by a Non-U.S. Payor the Purchaser shall bear any non-U.S. income, withholding, stamp, transfer or any other taxes imposed by such jurisdiction on the payment of PPOC Trust Consideration to the PPOC Trust (and such taxes shall not reduce the amount actually paid to the PPOC Trust), and to the extent that the PPOC Trust is disregarded for such non-U.S. tax purposes, the PPOC Sub-Trusts, and, without duplication, any non-U.S. tax reporting costs incurred by the PPOC Trust, or if applicable, the PPOC Sub-Trusts, that would not have been incurred but for the use of a Non-U.S. Payor.

(b) A PPOC Trustee, as determined by a majority vote of the PPOC Trustees, as applicable, shall be the “administrator,” within the meaning of Treasury Regulations section 1.468B-2(k)(3), of the PPOC Trust. The administrator of the PPOC Trust shall be responsible for (i) preparing and filing, or causing to be prepared and filed, all tax returns of the PPOC Trust and the payment, out of the assets of the PPOC Trust, of any taxes due by or imposed on the PPOC Trust and (ii) complying with all applicable tax reporting and withholding obligations. The PPOC Trustee shall be responsible for causing the PPOC Trust to satisfy all requirements necessary to qualify and maintain qualification of the PPOC Trust as a qualified settlement fund within the meaning of the QSF Regulations, and shall take no action that could cause the PPOC Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations. The PPOC Trustee may request an expedited determination under Section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the PPOC Trust for all taxable periods through the dissolution of the PPOC Trust.

(c) Subject to Section 6.01(a) of this Trust Agreement, following the Effective Date, the PPOC Trustee shall be responsible for all of the PPOC Trust’s tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The PPOC Trustee shall also file (or cause

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to be filed) any other statement, return or disclosure relating to the PPOC Trust that is required by any governmental unit and be responsible for payment, out of the PPOC Operating Reserve, of any taxes imposed on the PPOC Trust or its assets.

Section 6.02. Tax Withholdings. The administrator of the PPOC Trust shall withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the IRC or any provision of any non-U.S., state, or local tax law with respect to any payment or distribution to the PPOC Sub-Trusts. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such PPOC Sub-Trusts for all purposes of this Trust Agreement. The PPOC Trustee shall be authorized to collect such tax information from the PPOC Sub-Trusts (including tax identification numbers) as in their sole discretion the PPOC Trustee deems necessary to effectuate the Governing Order and Filings and this Trust Agreement. In order to receive distributions, all PPOC Sub-Trusts shall be required to provide tax information to the PPOC Trustee to the extent the PPOC Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the PPOC Trustee for these purposes. The PPOC Trustee may refuse to make a payment or distribution to a PPOC Sub-Trust that fails to furnish such information in a timely fashion, and until such information is delivered may treat such PPOC Sub-Trust's Claim, as applicable, as disputed; *provided, however*, that, upon the delivery of such information by a PPOC Sub-Trust, the PPOC Trustee shall make such payment or distribution to which such PPOC Sub-Trust is entitled, without additional interest occasioned by such PPOC Sub-Trust's delay in providing tax information. Notwithstanding the foregoing, if a PPOC Sub-Trust fails to furnish any tax information reasonably requested by the PPOC Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made or, if earlier, the date on which the PPOC Trust is terminated in accordance with Article IV of this Trust Agreement, the amount of such payment or distribution shall irrevocably revert to the PPOC Trust, and any PPOC Claim with respect to such distribution shall be discharged and forever barred from assertion against the PPOC Trust or its property. For the avoidance of doubt, in the event such payment or distribution irrevocably reverts to the PPOC Trust and any PPOC Claim is discharged in accordance with this Section 6.02, any Release Form executed by holders of claims channeled to the applicable PPOC Sub-Trust shall remain in full force and effect.

## ARTICLE VII DISTRIBUTIONS

### Section 7.01. Distributions.

(a) The PPOC Trustee shall make distributions on behalf of the PPOC Trust in accordance with the Governing Order and Filings and the PPOC Trust Documents.

(b) In accordance with the Master PPOC TDP, on the Effective Date, or as soon thereafter as reasonably practicable, the PPOC Trust shall make the distribution to the PPOC Sub-Trusts of the applicable amounts of any PPOC Trust Installment Payment received on the Closing

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Date or any amount received in respect of the PP Prepayment Option on the Closing Date, in each case, net of any amount funded to the PPOC Operating Reserve pursuant to Section 5.02.

(c) Following the distribution contemplated by the immediately preceding Section 7.01(b), the PPOC Trustee shall make distributions as follows in accordance with the Master PPOC TDP, net of any amount funded to the PPOC Operating Reserve pursuant to Section 5.02, if the Purchaser has not made payment in respect of the PP Prepayment Option prior to the relevant date:

- (i) on the first anniversary of the Effective Date, or as soon thereafter as reasonably practicable, distribution to the PPOC Sub-Trusts of any PPOC Trust Installment Payment received that was due on such date; and
- (ii) on the second anniversary of the Effective Date, or as soon thereafter as reasonably practicable, distribution to the PPOC Sub-Trusts of any PPOC Trust Installment Payment received that was due on such date.

(d) The Purchaser hereby acknowledges and agrees that it shall be bound by, and the PPOC Trust shall be entitled to enforce against the Purchaser, *inter alia*, the covenants of the Purchaser set forth in the OCC Resolution Term Sheet for the benefit of the PPOC Trust as if set forth herein in full, including, without limitation, (i) the obligations of the Purchaser to pay the PPOC Trust Consideration to the PPOC Trust, including the PPOC Trust Installment Payments, the PP Prepayment Option (to the extent exercised by the Purchaser), the obligation of the Purchaser to make a Change of Control Payment (or provide for the assumption of the obligation to make the PPOC Trust Installment Payments by a Qualified Successor), and associated interest obligations, (ii) the adjustments to the PP Base Resolution Amount, including for excess payments to the Public Opioid Trust and the Tribal Opioid Trust and any adjustments to allocations to any PPOC Sub-Trusts required in the event the accounting performed in accordance with Section 1.03(e) shows that participation in any PPOC Sub-Trusts falls within the range of the Underparticipation Percentage, and (iii) the payment obligations of the Purchaser set out in the OCC Resolution Term Sheet under the headings “Prepayment Obligation,” [“PPOC Trusts – *Other Covenants*,”]<sup>6</sup> and “PPOC Trust – *Dividend Payments*.”

(e) [In the event any amount is received by the PPOC Trust from the Purchaser pursuant to (i) the PP Prepayment Option, (ii) any Change of Control Payment, or (iii) any payment pursuant to the Purchaser’s obligations set out in the OCC Resolution Term Sheet under the headings “Prepayment Obligation,” “PPOC Trusts – *Other Covenants*,” and “PPOC Trust – *Dividend Payments*,” such amounts, net of any amount funded to the PPOC Operating Reserve pursuant to Section 5.02, shall be further distributed to the PPOC Sub-Trusts as promptly as practicable, in accordance with the Master PPOC TDP. The PPOC Trustee shall not make any distributions to PPOC Sub-Trusts, other than as provided in the foregoing paragraphs (b), (c) and (d).] The PPOC Trust and PPOC Trustee acknowledge and agree that the rights and obligations of

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<sup>6</sup> NTD: To be reviewed and revised pending confirmation of approach to covenants benefiting publics.

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the Purchaser have been agreed to by the Purchaser based on its sole discretion and will be exercisable by the Purchaser on or after the Closing Date to the extent contemplated herein.

(f) All distributions made by the PPOC Trustee to any PPOC Sub-Trusts shall become the property of such PPOC Sub-Trusts, free and clear of all Claims, Liens, interests or other recourse or encumbrances, and shall not be subject to attachment, disgorgement or recoupment by any Person.

Section 7.02. Distribution Dates.

(a) The initial distribution from the PPOC Trust shall be paid on the Effective Date or as soon as reasonably practicable thereafter.

(b) Unless the Purchaser elects the PP Prepayment Option and the proceeds thereof have already been distributed to the PPOC Sub-Trusts in accordance with Section 7.01(d), the second distribution from the PPOC Trust to the PPOC Sub-Trusts shall be paid on the one-year anniversary of the Effective Date or as soon as reasonably practicable thereafter.

(c) Unless the Purchaser elects the PP Prepayment Option and the proceeds thereof have already been distributed to the PPOC Sub-Trusts in accordance with Section 7.01(d), the third distribution from the PPOC Trust to the PPOC Sub-Trusts shall be paid on the two-year anniversary of the Effective Date or as soon as reasonably practicable thereafter.

(d) There shall be a distribution from the PPOC Trust to the PPOC Sub-Trusts on a date that is not more than ten (10) business days after receipt by the PPOC Trust of any payment referenced in Section 7.01(d).

ARTICLE VIII  
PPOC TRUSTEE AND RESIDENT TRUSTEE

Section 8.01. The PPOC Trustee.

(a) There shall be initially be one (1) PPOC Trustee. The initial PPOC Trustee shall be [●]. The PPOC Trustee, solely with the consent of each PPOC-Sub Trust, may increase the number of PPOC Trustees (to not more than five (5)) and select appointees to fill any newly created positions on the PPOC Trust Board. References herein to the "PPOC Trustee" or "PPOC Trustees" shall refer to the individual or individuals serving as the PPOC Trustee(s) solely in their respective capacities as trustees hereunder.

(b) Unless otherwise provided herein, any act of the PPOC Trust shall require the approval of the sole PPOC Trustee, or, if the number of PPOC Trustees exceeds one, approval by the affirmative vote of a majority of the PPOC Trustees.

(c) No PPOC Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by a Chosen Court.

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Section 8.02. Term of Service of the PPOC Trustee.

(a) Each PPOC Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 8.02(b) hereof, (iii) his or her removal pursuant to Section 8.02(c) hereof and (iv) such PPOC Trustee complying with his or her obligations pursuant to Section 4.03 following the dissolution of the PPOC Trust pursuant to Section 4.02 hereof.

(b) A PPOC Trustee may resign from the PPOC Trust by giving not less than sixty (60) days' prior written notice thereof to each of the other PPOC Trustees, the Resident Trustee and the Purchaser. Such resignation shall become effective on the later to occur of (i) the date specified in such written notice, (ii) the effective date of the appointment of a successor PPOC Trustee in accordance with Section 8.03(a) of this Trust Agreement and such successor's acceptance of such appointment in accordance with Section 8.03(b) of this Trust Agreement and (iii) if such PPOC Trustee is the last PPOC Trustee then in office, the appointment of a successor by a Chosen Court and the acceptance by such successor of such appointment. If a successor PPOC Trustee is not appointed or does not accept its appointment within ninety (90) days following delivery of notice of resignation of the last PPOC Trustee in office, then such PPOC Trustee may petition a Chosen Court for the appointment of a successor PPOC Trustee. With respect to any other PPOC Trustee's resignation, such resignation shall be effective whether or not a successor has been appointed by the effective date of the resigning PPOC Trustee's resignation.

(c) A PPOC Trustee may be removed either (i) upon the unanimous consent of each PPOC Sub-Trust, upon each such PPOC Sub-Trust's good-faith determination that such PPOC Trustee is unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause or (ii) in connection with any dispute raised by any PPOC Sub-Trusts in accordance with Section 8.02(c) below. Any removal of any PPOC Trustee shall require the approval of a Chosen Court and shall take effect at such time as such Chosen Court shall determine.

(d) To the extent there are any disputes raised by any PPOC Sub-Trusts regarding the operation of the PPOC Trust or the actions of the PPOC Trustee, (i) any PPOC Sub-Trusts shall have the right to seek resolution by a Chosen Court of such a dispute, including seeking to enjoin any disputed action by the PPOC Trust, and the PPOC Trustee and all PPOC Sub-Trusts shall have the right to be heard with regard to any such dispute, including by filing objections, declarations, statements in support or other pleadings (including with supporting evidence) or providing witness testimony at any hearing and (ii) the applicable Chosen Court shall have exclusive jurisdiction to hear and resolve any such disputes, and shall be authorized to order appropriate relief (subject to the provisions of this Trust Agreement and make a determination in an expedited manner, and in all events, shall make such a decision within thirty (30) days from the request for relief).

(e) The death, resignation or removal of a PPOC Trustee shall not operate to terminate the PPOC Trust or to revoke any existing agency created pursuant to the terms of the Governing Order and Filings and the PPOC Trust Documents, or invalidate any action theretofore taken by such PPOC Trustee. All fees and expenses properly incurred by a PPOC Trustee prior to the death, resignation or removal of such PPOC Trustee shall be paid from the PPOC Operating Reserve,

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unless such fees and expenses are disputed, in which case the applicable Chosen Court shall resolve the dispute and any disputed fees and expenses of the predecessor PPOC Trustee that are subsequently allowed by the applicable Chosen Court shall be paid from the PPOC Operating Reserve. In the event of the resignation or removal of a PPOC Trustee, such PPOC Trustee shall (i) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the remaining PPOC Trustee or the successor PPOC Trustee or directed by the applicable Chosen Court to effect the termination of such PPOC Trustee's capacity under this Trust Agreement, (ii) promptly deliver to the remaining PPOC Trustee and the successor PPOC Trustee all documents, instruments, records and other writings related to the PPOC Trust as may be in the possession of such PPOC Trustee, and (iii) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor PPOC Trustee.

Section 8.03. Appointment of Successor PPOC Trustee.

(a) In the event of the death, resignation or removal of a PPOC Trustee, a vacancy shall be deemed to exist and a successor shall be appointed by consent of a majority of the PPOC Sub-Trusts (with each PPOC Sub-Trust voting as a single unit), subject to the approval of a Chosen Court. Such appointment shall specify the date on which such appointment shall be effective.

(b) Any successor PPOC Trustee appointed in accordance with this Trust Agreement shall execute an instrument accepting its appointment and shall deliver a counterpart thereof to a Chosen Court for filing and, in case of a PPOC Trustee's resignation, to the resigning PPOC Trustee. Thereupon, such successor PPOC Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the PPOC Trust. The resigning or removed PPOC Trustee shall duly assign, transfer and deliver to such successor PPOC Trustee all property and money held by such resigning or removed PPOC Trustee hereunder and shall, as directed by the applicable Chosen Court or reasonably requested by such successor PPOC Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor PPOC Trustee upon the trusts herein expressed, all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed PPOC Trustee.

Section 8.04. Independence of the PPOC Trustee.

(a) The PPOC Trustee shall be, at the time of appointment and at all times during the term of service, disinterested and independent.

(b) From and after the Effective Date, no PPOC Trustee shall hold a financial interest in, act as a representative, attorney, consultant or agent for or serve as any other professional for the Debtors, their affiliated persons, the Voluntary GUC Creditor Trust or any PPOC Sub-Trust (other than, for the avoidance of doubt, the PPOC Trust). No PPOC Trustee shall act as an attorney for, or otherwise represent, any Person who holds a claim in the Chapter 11 Cases. For the avoidance of doubt, this provision shall not apply to the Resident Trustee.

Section 8.05. Obligations of the PPOC Fiduciaries. The PPOC Trustee shall take into account the interests of, and owe fiduciary duties to, each of the PPOC Sub-Trusts in making all decisions on behalf of the PPOC Trust. In furtherance of the foregoing, (a) in the event the



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Purchaser fails to make any payment of PPOC Trust Consideration contemplated to be due and payable pursuant to the March 2023 Stipulation, the PPOC Trustee will take into account the remaining rights of the holders of PPOC Private Claims in formulating and exercising appropriate remedies, but shall in all events, to the extent there are obligations remaining to the PPOC Sub-Trusts upon such default, seek to utilize all other available sources of assets to pay all outstanding amounts owed to the holders of PPOC Claims then-due or to be paid in the future until such outstanding amounts have been paid in full, and (b) the PPOC Trust shall provide no less than ten (10) business days' advance written notice (unless urgent circumstances require less notice) to each PPOC Sub-Trust of any material action proposed to be taken in respect of such payments, including the commencement or settlement of any litigation.

Section 8.06. Compensation and Expenses of the PPOC Trustee and PPOC Professionals. The PPOC Trustee shall be entitled to reasonable compensation and the reimbursement of reasonable out-of-pocket expenses (in each case, solely payable from the PPOC Trust Consideration) and to retain and reasonably compensate counsel, agents, advisors, consultants and other professionals (the "PPOC Professionals") to assist in the duties of the PPOC Trust on such terms as the PPOC Trustee deems appropriate, without the approval of any court. The initial compensation of the initial PPOC Trustee shall be \$[●] per annum. The annual compensation of the PPOC Trustee may be increased each year after the first anniversary of the Effective Date, provided, however, that such annual increase shall not exceed the greater of 3% or the percentage equal to the most recently announced Social Security Administration cost-of-living adjustment. The payment of the fees and expenses of the PPOC Trustee and Professionals shall be made from the PPOC Operating Reserve in the ordinary course of business and shall not be subject to the approval of any court; *provided* that any disputes related to such fees and expenses shall be brought before a Chosen Court.

Section 8.07. PPOC Trustee Meetings.

(a) Regular Meetings. The PPOC Trustee shall hold regular meetings not less than quarterly, which may be held without notice at such times and at such places as may be determined from time to time by the PPOC Trustee.

(b) Special Meetings. Special meetings of the PPOC Trustees may be called by the PPOC Trustee by giving written notice to each other PPOC Trustee, if any, not less than one (1) business day prior to the date of the meeting. Any such notice shall include the time, place and purpose of the meeting, given to the PPOC Trustees by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to each PPOC Trustee at the PPOC Trustee's address as shown upon the records of the PPOC Trust or as may have been given to PPOC Trustee by the PPOC Trustee for purposes of notice. If a PPOC Trustee's address is not shown on such records or is not readily ascertainable, notice to the PPOC Trustee may be given care of the principal office of the PPOC Trust. Notice by overnight courier shall be deemed to have been given one (1) business day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

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(c) Action and Quorum. In all matters pertaining to the affairs of the PPOC Trust, if there is more than one PPOC Trustee in office, the PPOC Trustees shall act by a vote of a majority of the number of PPOC Trustees then in office, which such majority shall constitute a quorum of the PPOC Trustees for the transaction of business, except to adjourn as provided in Section 8.07(f); provided that if there is only one PPOC Trustee, such PPOC Trustee shall constitute a quorum for the transaction of business and may act to bind the PPOC Trust.

(d) Participation in Meetings by Telephone Conference. A PPOC Trustee may participate in a meeting of the PPOC Trustees by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all PPOC Trustees participating in such meeting can hear one another. Participation by a PPOC Trustee in a meeting pursuant to this Section 8.07(d) shall constitute presence in person at such meeting.

(e) Waiver of Notice. Notice of a meeting need not be given to any PPOC Trustee who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the PPOC Trust's records or made a part of the minutes of the meeting. Attendance at a meeting by a PPOC Trustee shall constitute a waiver of notice of such meeting except when a PPOC Trustee attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any PPOC Trustee meeting need be specified in any waiver of notice.

(f) Adjournment. A majority of the PPOC Trustees present, whether or not a quorum exists, may adjourn any PPOC Trustee meeting to another time and place.

(g) Action by Unanimous Written Consent. Any action required or permitted to be taken at any meeting of the PPOC Trustee may be taken without a meeting, if all PPOC Trustees then in office consent thereto in writing or by Electronic Transmission (as defined herein), which writing may be executed in one or more counterparts, and the writing or Electronic Transmission are filed with the meeting minutes of the PPOC Trustee. For purposes of this Trust Agreement, "Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 8.08. Resident Trustee.

(a) The Resident Trustee<sup>7</sup> has been appointed and hereby agrees to serve as a trustee of the PPOC Trust solely for the purpose of complying with the requirement of Section 3807(a) of the Trust Act that the PPOC Trust have one trustee, which, in the case of a natural person, is a resident of the State of Delaware, or which in all other cases, has its principal place of business in

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<sup>7</sup> The Resident Trustee may also be referred to as the "Delaware Trustee" in certain other PPOC Trust Documents or PPOC Sub-Trust Documents.

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the State of Delaware. The duties and responsibilities of the Resident Trustee shall be limited solely to (i) accepting legal process served on the PPOC Trust in the State of Delaware, (ii) the execution of any certificates required to be filed with the office of the Delaware Secretary of State that the Resident Trustee is required to execute under Section 3811 of the Trust Act, and (iii) any other duties specifically allocated to the Resident Trustee in this Trust Agreement. Except as provided in the foregoing sentence, the Resident Trustee shall have no management responsibilities or owe any fiduciary duties to the PPOC Trust, the PPOC Trustee, or the PPOC Sub-Trusts. To the extent that, at law or in equity, the Resident Trustee has duties (including fiduciary duties) and liabilities relating to the PPOC Trust or the PPOC Sub-Trusts, such duties and liabilities are eliminated to the fullest extent permitted by applicable law, including Section 3806 of the Trust Act, and are replaced entirely by the duties and liabilities of the Resident Trustee as expressly set forth in this Section 8.08.

(b) By execution of this Trust Agreement, the Resident Trustee accepts the PPOC Trust created herein. Except as otherwise expressly required by Section 8.08(a) of this Trust Agreement, the Resident Trustee shall not have any duty or liability with respect to the administration of the PPOC Trust, the investment of the assets of the PPOC Trust or the distribution of the PPOC Trust Consideration to the PPOC Sub-Trusts, and no such duties shall be implied. The Resident Trustee shall not be liable for the acts or omissions of the PPOC Trustee, nor shall the Resident Trustee be liable for supervising or monitoring the performance of the duties and obligations of the PPOC Trustee and PPOC Trust Professionals under this Trust Agreement, except as expressly required by Section 8.08(a) of this Trust Agreement. The Resident Trustee shall not be obligated to give any bond or other security for the performance of any of its duties hereunder. The Resident Trustee shall not be personally liable under any circumstances, except for its own willful misconduct, bad faith, or gross negligence. Without limiting the foregoing:

- (i) the Resident Trustee shall not be personally liable for any error of judgment made in good faith, except to the extent such error of judgment constitutes willful misconduct, bad faith or gross negligence;
- (ii) no provision of this Trust Agreement shall require the Resident Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder if the Resident Trustee has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;
- (iii) the Resident Trustee shall not be personally liable for the validity or sufficiency of this Trust Agreement or for the due execution of this Trust Agreement by the other parties to this Trust Agreement;
- (iv) the Resident Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect;

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- (v) the Resident Trustee may request the PPOC Trustee to provide a certificate with regard to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, or to provide written instructions and such certificate or instructions shall constitute full protection to the Resident Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;
- (vi) in the exercise or administration of the PPOC Trust hereunder, the Resident Trustee (A) may act directly or through agents or attorneys pursuant to agreements entered into with any of them and (B) may consult with nationally recognized counsel selected by it in good faith and with due care and employed by it, and it shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel;
- (vii) the Resident Trustee acts solely as Resident Trustee hereunder and not in its individual capacity, and all persons having any claim against the Resident Trustee by reason of the transactions contemplated by this Trust Agreement shall look only to the assets of the PPOC Trust for payment or satisfaction thereof;
- (viii) the Resident Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Resident Trustee; and
- (ix) the Resident Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(c) The Resident Trustee shall be entitled to receive compensation solely payable out of the assets of the PPOC Operating Reserve for the services that the Resident Trustee performs in accordance with this Trust Agreement in accordance with such fee schedules as shall be agreed from time to time by the Resident Trustee and the PPOC Trustee. The Resident Trustee may also consult with counsel (who may be counsel for the PPOC Trust or for the Resident Trustee) with respect to those matters that relate to the Resident Trustee's role as the Delaware resident trustee of the PPOC Trust, and the reasonable legal fees incurred in connection with such consultation

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shall be reimbursed solely out of the PPOC Operating Reserve to the Resident Trustee pursuant to this Section 8.08(c) on terms acceptable to the PPOC Trustee; *provided* that no such fees shall be reimbursed to the extent that they are incurred as a result of the Resident Trustee's gross negligence, bad faith or willful misconduct.

(d) The Resident Trustee shall serve for the duration of the PPOC Trust or until the earlier of (i) the effective date of the Resident Trustee's resignation, or (ii) the effective date of the removal of the Resident Trustee. The Resident Trustee may resign at any time by giving thirty (30) days' written notice to the PPOC Trustee; *provided, however*, that such resignation shall not be effective until such time as a successor Resident Trustee has accepted appointment. The Resident Trustee may be removed at any time by the PPOC Trustee by providing thirty (30) days' written notice to the Resident Trustee; *provided, however*, such removal shall not be effective until such time as a successor Resident Trustee has accepted appointment. Upon the resignation or removal of the Resident Trustee, the PPOC Trustee shall appoint a successor Resident Trustee. If no successor Resident Trustee shall have been appointed and shall have accepted such appointment within forty-five (45) days after the giving of such notice of resignation or removal, the Resident Trustee may petition a Chosen Court for the appointment of a successor Resident Trustee. Any successor Resident Trustee appointed pursuant to this Section 8.08(d) of this Trust Agreement shall be eligible to act in such capacity in accordance with this Trust Agreement and, following compliance with this Section 8.08(d) of this Trust Agreement, shall become fully vested with the rights, powers, duties, and obligations of its predecessor under this Trust Agreement, with like effect as if originally named as Resident Trustee. Any such successor Resident Trustee shall notify the Resident Trustee and the Purchaser of its appointment by providing written notice to the Resident Trustee, and upon receipt of such notice, the Resident Trustee shall be discharged of its duties herein. The successor Resident Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the PPOC Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Resident Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Resident Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Resident Trustee, shall be the successor of the Resident Trustee, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

## ARTICLE IX RELIANCE, LIABILITY AND INDEMNIFICATION

Section 9.01. Reliance by the PPOC Trustee. Except as otherwise provided in the Governing Order and Filings or the PPOC Trust Documents, each PPOC Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by such PPOC Trustee to be genuine and to have been signed or presented by the proper party or parties having relevant authority or expertise.

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Section 9.02. Nonliability of PPOC Trustee and Trust Professionals. Except as provided herein, nothing contained in the Governing Order and Filings or the PPOC Trust Documents shall be deemed to be an assumption by the PPOC Trustee or the Indemnified Trust Professionals (as defined herein) of any of the liabilities, obligations or duties of the Debtors or the Purchaser or shall be deemed to be or contain a covenant or agreement by the PPOC Trustee or the Indemnified Trust Professionals to assume or accept any such liability, obligation or duty. Any successor PPOC Trustee or newly retained Indemnified Trust Professional may accept and rely upon any accounting made by or on behalf of any predecessor PPOC Trustee or Indemnified Trust Professional hereunder, and any statement or representation made as to the assets of the PPOC Trust or as to any other fact bearing upon the prior administration of the PPOC Trust, so long as it has a good faith basis to do so. The PPOC Trustee and the Indemnified Trust Professionals shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. Any successor PPOC Trustee or newly retained Indemnified Trust Professional shall not be liable for any act or omission of any predecessor PPOC Trustee or Indemnified Trust Professional, nor have a duty to enforce any claims against any predecessor PPOC Trustee or Indemnified Trust Professional on account of any such act or omission. No provision of this Trust Agreement shall require the PPOC Trustee or any Indemnified Trust Professionals to expend or risk his or her personal funds or otherwise incur any financial liability in the performance of his or her rights or powers hereunder if the PPOC Trustee or Indemnified Trust Professional has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to him or her. For purposes of this Trust Agreement, “Indemnified Trust Professional” shall mean (i) any PPOC Professional or (ii) a Designated Indemnitee. For the avoidance of doubt, “Indemnified Trust Professional” shall not include any outside counsel to any Trustee, the Resident Trustee or the Trust unless such outside counsel is a “Designated Indemnitee.” As used herein, the term “Designated Indemnitee” shall mean any counsel (including any outside counsel) designated by action of the PPOC Trustee as a Designated Indemnitee. The PPOC Trustee may delegate to any PPOC Trustee its authority to designate individuals as Designated Indemnities subject to any such limitations as the PPOC Trustee may specify in such delegation; provided, however, that no Person shall be a “Designated Indemnitee” with respect to such Person’s service in any role prior to the Effective Date, including as an employee, agent or representative of any Debtor or any subsidiary of any Debtor or the Purchaser.

Section 9.03. Exculpation. To the maximum extent permitted by applicable law, each of the PPOC Trustee, the Indemnified Trust Professional and the Resident Trustee shall not have or incur any liability for actions taken or omitted in his or her capacity as a PPOC Trustee, an Indemnified Trust Professional or the Resident Trustee, or on behalf of the PPOC Trust, except those acts found by Final Order to be arising out of such PPOC Trustee’s, Indemnified Trust Professional’s or Resident Trustee’s willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses (solely payable from the PPOC Trust Consideration) in defending any and all of his or her actions or inactions in his or her capacity as a PPOC Trustee, an Indemnified Trust Professional or the Resident Trustee, or on behalf of the PPOC Trust, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud.

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Any valid indemnification claim of the PPOC Trustee, an Indemnified Trust Professional or the Resident Trustee shall be satisfied solely from the PPOC Operating Reserve.

Section 9.04. Limitation of Liability. The PPOC Trustee, the Resident Trustee and the Indemnified Trust Professional will not be liable for punitive, exemplary, consequential, special or other damages for a breach of this Trust Agreement under any circumstances.

Section 9.05. Indemnity. The PPOC Trust shall indemnify and hold harmless each of the PPOC Trustee, Indemnified Trust Professional and Resident Trustee, in each case solely in such Person's capacity as such (each, an "Indemnified Party"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses (other than taxes in the nature of income taxes imposed on compensation paid to the Indemnified Parties), including, but not limited to, attorneys' fees, arising out of or due to the implementation or administration of the March 2023 Stipulation or the PPOC Trust Documents, other than such Indemnified Party's willful misconduct, bad faith, gross negligence or fraud, with respect to the implementation or administration of the March 2023 Stipulation or the PPOC Trust Documents. To the extent that an Indemnified Party asserts a claim for indemnification as provided above, (a) any payment on account of such claim shall be paid solely from the PPOC Operating Reserve and (b) the legal fees and related costs incurred by counsel to such Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Indemnified Party (provided that such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined that such Indemnified Party is not entitled to be indemnified therefor) solely out of the PPOC Operating Reserve or any insurance purchased using the PPOC Operating Reserve. This indemnification provision shall remain available to, and the repayment obligation and be binding upon, any former PPOC Trustee, PPOC Professional or Resident Trustee or the estate of any deceased PPOC Trustee, Indemnified Trust Professional or Resident Trustee, as the case may be, and shall survive the termination of the PPOC Trust.

## ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01. Actions Taken on Other Than a Business Day. In the event that any payment or act under this Trust Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date.

Section 10.02. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that any document to be entered into in connection herewith provides otherwise, the rights, duties, and obligations arising under this Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to principles of conflicts of laws which would have the effect of applying the laws of any other jurisdiction.

Section 10.03. Jurisdiction. Subject to the proviso below, any Chosen Courts shall have exclusive jurisdiction over the PPOC Trust and the PPOC Trustee including the administration and

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activities of the PPOC Trust and the PPOC Trustee, and, pursuant to the Sale Order, the Bankruptcy Court has retained such jurisdiction; *provided, however*, that, notwithstanding the foregoing, the PPOC Trustee shall have power and authority to bring any action in any of the Chosen Courts to prosecute any Causes of Action held by the PPOC Trust.

Section 10.04. Severability. In the event any provision of this Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of the PPOC Trust Documents or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Trust Agreement shall be valid and enforceable to the full extent permitted by law.

Section 10.05. Notices. Any notice or other communication required or permitted to be made under this Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally, by email, sent by nationally recognized overnight delivery service or mailed by first-class mail:

- (a) if to the PPOC Trust, to:

[●]  
Email: [●]

with a copy to:

[●]  
Email: [●]

- (b) if to the PPOC Trustee, to:

[●]  
Email: [●]

- (c) if to the PPOC Sub-Trusts, then to each of or as applicable:

- (i) PI Trust  
[●]  
Email: [●]
- (ii) Hospital Trust  
[●]  
Email: [●]
- (iii) TPP Trust  
[●]  
Email: [●]



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(iv) NAS PI Trust

[●]

Email: [●]

(v) IERP Trust II

[●]

Email: [●]

(vi) If to the Purchaser, to:

[●]

Email: [●]

with a copy to:

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, NY 10166  
Email: mcohen@gibsondunn.com

Section 10.06. Headings. The headings contained in this Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Trust Agreement or of any term or provision of this Trust Agreement.

Section 10.07. Entire Trust Agreement. This Trust Agreement (including the recitals and annex hereto), the other PPOC Trust Documents, including the Governing Order and Filings, constitute the entire agreement by and among the parties and supersede all prior and contemporaneous agreements or understandings by and among the parties with respect to the subject matter of this Trust Agreement.

Section 10.08. Amendment and Waiver. Any provision of this Trust Agreement may be amended or waived only with the consent of (x) a majority of the PPOC Trustees, (y) a majority in number of the PPOC Sub-Trusts (excluding any such PPOC Sub-Trust that has received payment in full of all PPOC Trust Consideration owed to it hereunder and pursuant to the March 2023 Stipulation); provided, however, that the PPOC Trustee may amend this Trust Agreement by unanimous consent of the PPOC Trustee from time to time, without the consent, approval or other authorization of any other Person, to make minor modifications or clarifying amendments as necessary to enable the PPOC Trustee to effectuate the provisions of this Trust Agreement. Notwithstanding the foregoing, no amendment or waiver of any provision of this Trust Agreement (a) entered into without the prior written consent of the Debtor shall modify this Trust Agreement in a manner that would impair, modify (including by conferring additional obligations) or otherwise affect (i) the efficacy or enforceability of each Participating PPOC's voluntary channeling of the applicable Channeled Claims to the PPOC Trust or the PPOC Trust's qualified settlement fund status under the QSF Regulations, or (ii) the efficacy, enforceability, scope and/or terms of the release provided to the Debtors and the other Released Parties as set forth in the Release Form, (b) entered into without the prior written consent of the Purchaser shall alter the

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covenants or liabilities of the Purchaser, and (c) shall modify this Trust Agreement in a manner that (i) is inconsistent with the Governing Order and Filings without an order of a Chosen Court (after notice and a hearing) approving such modification, other than to make minor modifications or clarifying amendments by unanimous consent of the PPOC Trustee as necessary to enable the PPOC Trustee to effectuate the provisions of this Trust Agreement, (ii) would adversely impact the distributions to, or confer additional obligations or liabilities upon, any PPOC Sub-Trust without the consent of such PPOC Sub-Trust; (iii) would alter the duties or liabilities of the Resident Trustee without the consent of the Resident Trustee, or (iv) would amend or waive this Section 10.08. The PPOC Trustee shall provide notice to the PPOC Sub-Trusts and the Purchaser of any proposed amendment or waiver of any provision of this Trust Agreement including, for the avoidance of doubt, any proposed amendment or waiver that does not require the consent of the PPOC Sub-Trusts or the Purchaser hereunder, not less than ten (10) business days before such amendment or waiver becomes effective; provided that any proposed amendment or waiver requiring the consent of the Purchaser shall only be effective upon the execution and delivery of signature pages of the Purchaser and the PPOC Trust (and any other applicable required signatory) to a writing memorializing such amendment or waiver.

Section 10.09. Confidentiality. The PPOC Trustee, the Resident Trustee, and the PPOC Professionals and any advisors of the foregoing (each, a “Confidential Party” and, collectively, the “Confidential Parties”) shall hold strictly confidential and not use for personal gain any material, non-public information of which they have become aware in their capacity as a Confidential Party, of or pertaining to any Debtor or the Purchaser; *provided, however*, that such information may be disclosed if (a) it is now or in the future becomes generally available to the public other than as a result of a disclosure by the Confidential Parties or (b) such disclosure is required of the Confidential Parties pursuant to legal process including subpoena or other court order or other applicable laws or regulations, in which case such Confidential Party will notify the applicable Debtor party or the Purchaser, as applicable, immediately.

Section 10.10. Meanings of Other Terms. Except where the context otherwise requires, (a) words importing the masculine, feminine or neuter gender include the masculine, feminine and neuter gender, (b) words importing the singular or plural number shall include the singular and plural number, (c) the words “herein,” “hereof,” or “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision of this Trust Agreement and (d) the words “includes” and “including” are not limiting.

Section 10.11. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

*[Signature Pages Follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement or caused this Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the Effective Date.

**[THE PURCHASER]**

By: \_\_\_\_\_  
Name:  
Title:

**[PPOC TRUSTEE]**, as PPOC Trustee

By: \_\_\_\_\_  
Name:

**[RESIDENT TRUSTEE]**, as Resident  
Trustee

By: \_\_\_\_\_  
Name:  
Title:

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**Exhibit A**

**Glossary of Certain Defined Terms**

**“Cash Collateral Order”** means that certain Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief [Docket No. 535].

**“Bankruptcy Code”** means chapter 11 of title 11 of the United States Code.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Southern District of New York.

**“Creditor’s Committee”** means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

**“Channeled Claim”** means any and all Opioid Claims held by Participating PPOCs and channeled to the PPOC Trust.

**“Chosen Courts”** means, (i) so long as the PPOC Trustee and the Bankruptcy Court have not agreed on an alternative court of competent jurisdiction, the Bankruptcy Court, and (ii) otherwise, such court of of competent jurisdiction agreed by the PPOC Trustee and the Bankruptcy Court from time to time.

**“Debtors”** means Endo International plc and its affiliated debtors and debtors-in-possession as debtors and debtors-in-possession.

**“Eligible Claim”** means all Opioid Claims held by Participating PPOCs.

**“Emergency Room Physicians Trust Documents”** means the documents governing: (i) the IERP Trust II; (ii) the flow of funds from the PPOC Trust and to the Emergency Room Physicians Trust; (iii) the submission, resolution, and distribution procedures in respect of the IERP Channeled Claims and (iv) the flow of distributions, payments or flow of funds made from the PPOC Trust or the Emergency Room Physicians Trust after the Closing Date.

**“Final Order”** means an order or judgment of the applicable Chosen Court, as entered on the docket of such Chosen Court, or of any other court of competent jurisdiction (i) that has not been reversed, stayed, modified or amended, and (ii) (A) as to which the time to appeal, seek certiorari or move for a new trial, re-argument or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for a new trial, re-argument or rehearing has been timely taken or (B) as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, re-argument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

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**“Governing Order and Filings”** the Sale Order, the OCC Resolution Term Sheet and the March 2023 Stipulation.

**“Hospital Trust Documents”** means the documents governing: (i) the Hospital Trust; (ii) the flow of funds from the PPOC Trust and to the Hospital Trust; (iii) the submission, resolution, and distribution procedures in respect of the Hospital Opioid Claims and (iv) the flow of distributions, payments or flow of funds made from the PPOC Trust or the Hospital Trust after the Closing Date.

**“Hospital Trust”** means an abatement trust established to (i) assume all liability for Hospital Opioid Claims, (ii) administer Hospital Opioid Claims, (iii) collect distributions from the PPOC Trust made on account of such claims, and (iv) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to Holders of Hospital Opioid Claims

**“Hospital Opioid Claim”** means an Opioid Claim that is an Eligible Claim against any of the Debtors held by non-federal acute care hospitals (as defined by the U.S. Centers for Medicare and Medicaid Services (“CMS”)), and non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care; provided that Hospital Opioid Claims shall not include Claims held by Governmental Units. Hospital Opioid Claims shall include Claims set forth in the Proofs of Claim filed by non-federal acute care hospitals in the Bankruptcy Case.

**“IERP Trust II”** means an abatement trust established to (i) assume all liability for Independent Emergency Room Physicians Opioid Claims, (ii) administer Independent Emergency Room Physicians Opioid Claims, (iii) collect distributions from the PPOC Trust made on account of such claims, and (iv) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to holders of Independent Emergency Room Physicians Opioid Claims.

**“Independent Emergency Room Physician Opioid Claim”** means an Opioid Claim that is an Eligible Claim against any of the Debtors held by an independent emergency room physician whose billing and revenue collection were entirely separate from the billing practices of the medical facilities where such emergency room physician practiced and who were not employed by such medical facilities. For the avoidance of doubt, Independent Emergency Room Physician Opioid Claims exclude Hospital Opioid Claims.

**“March 2023 Stipulation”** means that certain *Stipulation regarding Resolution of Joint Standing Motion and Related Matters* [Docket No. 1505] setting forth the agreed resolution of, *inter alia*, the OCC’s (a) motion seeking standing to bring estate causes of action against the First Lien Lenders, (b) objections to the Debtor’s proposed bidding procedures and the Debtors’ motion to extend their exclusive period to file a plan of reorganization and (c) potential motion to seek standing to bring other estate causes of action.

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**“Master PPOC TDP”** means the PPOC Trust Distributions Procedures attached as Exhibit B to the PPOC Trust Agreement.

**“NAS PI Claim”** means an Opioid Claim that is an Eligible Claim against any of the Debtors held by, or on account of or on behalf of, any natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome (**“NAS”**). For the avoidance of doubt, claims related to medical monitoring support, educational support, vocational support, familial support or similar related relief shall not be NAS PI Claims.

**“NAS PI Trust Documents”** means the documents governing: (i) the NAS PI Trust; (ii) the flow of funds from the PPOC Trust and to the NAS PI Trust; (iii) the submission, resolution, and distribution procedures in respect of the NAS PI Claims and (iv) the flow of distributions, payments or flow of funds made from the PPOC Trust or the NAS PI Trust after the Closing Date.

**“NAS PI Trust”** a victim compensation trust established to (i) assume all liability for NAS PI Claims, (ii) administer NAS PI Claims, (iii) collect distributions from the PPOC Trust made on account of such claims, and (iv) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to Holders of NAS PI Claims.

**“OCC”** or **“Opioid Claimants’ Committee”** means the Official Committee of Opioid Claimants appointed in the Chapter 11 Cases.

**“OCC Resolution Term Sheet”** means the term sheet attached as Exhibit 2 to the March 2023 Stipulation.

**“Opioid Claim”** means a Claim or Cause of Action, existing as of the Petition Date, against any of the Debtors or Non-Debtor Affiliates in any way arising out of or relating to opioid products manufactured, marketed, or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party prior to the Closing Date, including, for the avoidance of doubt, Claims for indemnification (contractual or otherwise), contribution, or reimbursement against any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party on account of payments or losses in any way arising out of or relating to opioid products manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, or any of their respective predecessors prior to the Closing Date. Notwithstanding anything in this definition of “Opioid Claim,” for the avoidance of doubt, (i) a Putative Future Opioid Claimant (to the extent any exist) does not hold an Opioid Claim, and (ii) no Claim or Cause of Action submitted or alleged by a co-defendant of the Debtors shall constitute an Opioid Claim, nor shall any such Claim or Cause of Action be (x) considered an Eligible Claim or (y) compensable by the PPOC Trust or any PPOC Sub-Trust.

**“Participating PPOC”** means a Present Private Opioid Claimant that (i) files a Proof of Claim, (ii) opts in to participate in (i.e. “opts in” to) the PPOC Trust or such claimants’ applicable PPOC Sub-Trust, and (iii) executes and returns a PPOC Release Form, subject to the terms and

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conditions of the PPOC Trust Documents (including with respect to the releases described herein and therein).

**“PI Trust Documents”** means the documents governing: (i) the PI Trust; (ii) the flow of funds from the PPOC Trust and to the PI Trust; (iii) the submission, resolution, and distribution procedures in respect of the PI Opioid Claims and (iv) the flow of distributions, payments or flow of funds made from the PPOC Trust or the PI Trust after the Closing Date.

**“PI Trust”** a victim compensation trust established to (i) assume all liability for PI Opioid Claims, (ii) administer PI Opioid Claims, (iii) collect distributions from the PPOC Trust made on account of such claims, and (iv) further distribute such funds in accordance with its PPOC Sub-Trust Documents, including to Holders of PI Opioid Claims.

**“PI Opioid Claim”** or **“PI Claim”** means any Opioid Claim that is an Eligible Claim against any of the Debtors of any natural person (i) who has been diagnosed by a licensed medical provider with a medical, physical, cognitive or emotional condition resulting from such natural person’s exposure to opioids or opioid replacement or treatment medication, including the injuries contained in the Claim Form, and (ii) arising from his/her own use of a Qualifying Opioid or arising from the use by a decedent (such deceased person, a “Decedent”) of a Qualifying Opioid prior to January 1, 2019. For clarity, NAS PI Claims are not PI Claims.

**“PPOC Installment Payment”** means the installment payments which in the aggregate comprise the PPOC Trust Consideration, subject to adjustment as set forth in the OCC Resolution Term Sheet. (i) The first PPOC Trust Installment Payment shall be in the amount of \$29,733,333.34, to be paid on the Closing Date; (ii) the next PPOC Trust Installment Payment shall be in the amount of \$29,733,333.33, to be paid on the first anniversary of the Closing Date; and (iii) the final PPOC Trust Installment Payment shall be in the amount of \$59,733,333.33, to be paid on the second anniversary of the Closing Date (the “Third PPOC Trust Installment Payment”).

**“PPOC Sub-Trust(s)”** means one or more sub-trusts formed in respect of categories of Participating PPOCs that will receive allocations of PPOC Trust Consideration from the PPOC Trust, and shall include the PI Trust, the NAS PI Trust, the Hospital Trust, the IERP Trust and the TPP Trust.

**“PPOC Sub-Trust Documents”** means the documents governing, inter alia: (i) each PPOC Sub-Trust; (ii) the flow of consideration from the PPOC Trust to the applicable PPOC Sub-Trust; (iii) the submission, resolution, and distribution procedures in respect of the Participating PPOCs that are beneficiaries under the applicable PPOC Sub-Trust; and (iv) the flow of distributions, payments or flow of funds made from the applicable PPOC Sub-Trusts.

**“PPOC Trust”** means that certain statutory trust formed pursuant to the PPOC Trust Agreement.

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BY ALL INTERESTED PARTIES

**“PPOC Trust Agreement”** means that certain Voluntary Present Private Opioid Claimant Resolution Trust Agreement, dated as of [●], 2023 by and among (i) the PPOC Trustee, (iii) Purchaser and (iii) [●], as the Delaware resident trustee (together with any successor Delaware resident trustee appointed under the terms of this Trust Agreement, the “Resident Trustee”) for the purpose of forming the PPOC Trust.

**“PPOC Trust Documents”** means the PPOC Trust Agreement and the Master PPOC TDP.

**“PPOC Trustee”** means the trustee of the PPOC Trust (together with any successor or additional trustee appointed under the terms of this Trust Agreement)

**“PPOC Trust Consideration”** means subject to the Prepayment Option, cash consideration by the Purchaser in the aggregate amount of \$119,200,000 in U.S. dollars (such amount, the “PP Base Resolution Amount”) to be paid in PPOC Trust Installment Payments as set forth in the OCC Resolution Term Sheet.

**“Purchaser”** means [the Stalking Horse Bidder]. Purchaser may also be referred to as the “Buyer,” “NewCo” or the “Stalking Horse Bidder” in certain PPOC Trust Documents or PPOC Sub-Trust Documents.

**“Released Party”** means (i) the Debtors, (ii) the Non-Debtor Affiliates, (iii) the Opioid Claimants’ Committee and each of the members thereof in their capacity as such, and each of the advisors to the Opioid Claimants’ Committee or the individual members thereof, in their capacity as such, (iv) the Creditors’ Committee and each of the members thereof in their capacity as such, and each of the advisors to the Creditors’ Committee or the members thereof, in their capacity as such, (v) the PPOC Trustee(s), PPOC Trust Administrator, PPOC Trust Board, any advisors to the PPOC Trust and any other parties with similar administrative or supervisory roles in connection with the PPOC Trust, each in their capacity as such, (vi) the PPOC Sub-Trust Trustee(s), PPOC Sub-Trust Administrator(s), PPOC Sub-Trust Boards, any advisors to the PPOC Sub-Trusts, and any other parties with similar administrative or supervisory roles in connection with the PPOC Sub-Trusts, each in their capacity as such, (vii) Purchaser and each of its present and future subsidiaries (in each case solely in its capacity as such), (viii) each Consenting First Lien Creditor, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group (each as defined in the Amended and Restated RSA [ECF No. 1502]), and the Prepetition Secured Parties (as defined in the Cash Collateral Order) (in each case solely in their capacity as such), (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), such Persons’ predecessors, successors, permitted assigns, current and former subsidiaries, and affiliates, respective heirs, executors, estates, and nominees, in each case solely in their capacity as such, and (x) with respect to each of the foregoing Persons in clauses (i) through (ix), such Persons’ current and former officers and directors, principals, members, equityholders, managers, partners, agents, advisory board members, employees, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, experts and other professionals, in each case solely in their capacity as such. For the avoidance of doubt, “Protected Parties” shall not include any Excluded Parties.

**“Qualifying Opioid”** means an opioid listed in Section \_\_\_\_ of the trust distribution procedures for the PI Trust.



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BY ALL INTERESTED PARTIES

**“Release Form”** means the release form contemplated by the OCC Resolution Term Sheet attached to the March 2023 Stipulation and distributed promptly following the entry of the Sale Order to all Holders that submitted a Proof of Claim prior to the Bar Date.

**“Sale Order”** means the order approving the Sale Transaction.

**“Sale Transaction”** means the proposed transaction pursuant to which Purchaser will acquire from the Debtors that are parties to the Amended PSA the Transferred Assets (as defined in the Amended PSA) free and clear of all liens, encumbrances, claims, and other interests (other than certain permitted encumbrances) in accordance with section 363(f) of the Bankruptcy Code, and assume the Assumed Liabilities (as defined in the Amended PSA).

**“Third-Party Payor Opioid Claim”** means an Opioid Claim against any of the Debtors that arose before August 16, 2022, and that is held by a third-party payor (i.e., health insurers, employer-sponsored health plans, union health and welfare fund, [\_\_\_\_\_] or any other provider of health care benefits, and any third-party administrator) including any Claims based on the subrogation rights of the holder thereof are not held by a Governmental Unit (as defined in Section 101(27) of the Bankruptcy Code); provided that a claim in respect of self-funded government plans that was and is asserted through a private Third-Party Payor, and any carrier of a Federal Employee Health Benefits plan shall be included in the defined term Third Party Payor Opioid Claims.

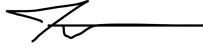
**“TPP Channeled Claims”** means Third-Party Payor Opioid Claims, provided that the claimants holding such claims timely filed claims by the bar date established by the Bankruptcy Court in accordance with the provisions of the Bar Date Order, as the same may be amended from time to time, and executed and timely returned the Opt-in Form and the Release Form, as each of those terms are defined in the TPP TDP.

**“TPP Trust Documents”** means the TPP Trust Agreement, the TPP TDP and exhibits and appendices to each, including the TPP Trust Claim Form, as well as any other related documents.

**“TPP Trust Documents”** means the documents governing: (i) the TPP Trust; (ii) the flow of funds from the PPOC Trust and to the TPP Trust; (iii) the submission, resolution, and distribution procedures in respect of the PI Opioid Claims and (iv) the flow of distributions, payments or flow of funds made from the PPOC Trust or the TPP Trust after the Closing Date.

**“TPP Trust”** means a trust established to (i) assume all liability for Third-Party Payor Opioid Claims that are TPP Channeled Claims, (ii) administer such claims, (iii) collect distributions from the PPOC Trust made on account of such claims, and (iv) further distribute such funds in accordance with its PPOC Sub-Trust Documents.

**THIS IS EXHIBIT “L”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

**EXHIBIT 3-C (1)**

**PI Sub-Trust Agreement**

ENDO OPIOID PERSONAL INJURY TRUST AGREEMENT

This Endo Opioid Personal Injury Trust Agreement (this “**Trust Agreement**”), dated and effective as of [DATE],<sup>1</sup> is entered into, as contemplated by the Voluntary Present Private Opioid Claimant Trust Term Sheet dated March 24, 2023 (the “**VOTS**”), the March 2023 Stipulation and the Sale Order (“**Sale Order**”), by [Newco] (referred to as the “**Purchaser**” or the “**Settlor**”); Wilmington Trust, National Association (the “**Delaware Trustee**”); the Personal Injury Trustee identified on the signature pages hereof (the “**Trustee**”); the members of the Trust Advisory Personal Injury Committee identified on the signature pages hereof (the “**PI Committee**”); and with the consent of the Ad Hoc Group of Personal Injury Victims as defined in the applicable Rule 2019 Disclosure (the “**Ad Hoc Committee**”);

**WHEREAS**, on August 16, 2022, Endo International plc and its affiliated debtors and debtors in possession (together with later-filed debtor affiliates, the “**Debtors**”) commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

**WHEREAS**, the Sale Order contemplates, *inter alia*, the creation of an opioid personal injury trust, as provided herein to be called the Endo Opioid Personal Injury Trust (the “**PI Trust**”);

**WHEREAS**, as contemplated by the Sale Order, the PI Trust shall be established to (i) assume all liability for the PI Claims,<sup>2</sup> (ii) collect distributions made on account of the PPOC PI Claim in

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Sale Order, the March 2023 Stipulation (including the VOTS attached thereto), the PPOC Trust Documents and/or the other documents governing the PPOC Trust, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the foregoing documents, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

<sup>2</sup> The term “**PI Claim**” means claims of any natural person (1) who has been diagnosed by a licensed medical provider

accordance with the PPOC Trust Documents<sup>3</sup>, (iii) administer the PI Claims, (iv) make distributions to Holders of Allowed PI Claims in accordance with the PI Trust Documents, and (v) carry out such other matters as are set forth in the PI Trust Documents;

**WHEREAS**, the Sale Order contemplates that, as of the Closing Date, all eligible PI Claims shall have the opportunity to opt in to the PI Trust, which shall resolve the eligible PI Claims under the PI Trust Documents<sup>4</sup>;

**WHEREAS**, as set forth in the Sale Order and the March 2023 Stipulation, the PI Trust is to use its assets and income to resolve and satisfy all eligible PI Claims and shall (i) hold, manage, and invest all funds and other assets received by the PI Trust from the PPOC Trust for the benefit of the beneficiaries of the PI Trust; and (ii) administer, process, resolve, and liquidate all Allowed PI Claims in accordance with the Endo Opioid PI Trust Distribution Procedures for PI Claims (the “**PI TDP**”);

**WHEREAS**, it is the intent of the Purchaser, the Trustee, and the PI Committee, that the PI Trust will value the PI Claims, and be in a financial position to pay Holders of Allowed PI Claims, in accordance with the terms of the PI Trust Documents;

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with a medical, physical, cognitive or emotional condition resulting from such natural person’s exposure to opioids or opioid replacement or treatment medication, including the injuries contained in the Claim Form, and (2) arising from his/her own use of a Qualifying Opioid or arising from the use by a decedent (such deceased person, a “**Decedent**”) of a Qualifying Opioid prior to January 1, 2019. The term “**PI Claimant**” includes each person holding a PI Claim. Any persons whose claims arise from opioid use where the first use of a Qualifying Opioid is January 1, 2019 or later are not PI Claimants, do not have PI Claims and are not eligible to participate in the PI Trust or PI TDP. Similarly, any claimants who do not opt into the PI Trust pursuant to procedural requirements [(as determined by the Trustee of the PI Trust and the trustee of the Voluntary Present Private Opioid Claimant Resolution Trust (such trust, the “**PPOC Trust**”))] are not PI Claimants, do not have PI Claims and are not eligible to participate in the PI Trust or PI TDP. For clarity, NAS PI Claims are not PI Claims for purposes of the PI Trust and will be handled by the separate NAS PI Trust and NAS PI TDP.

<sup>3</sup> The “**PI Trust Documents**” are the VOTS, the PPOC Trust Agreement, the Master PPOC TDP, this Trust Agreement and the PI TDP.

<sup>4</sup> For clarity, personal injury claims that otherwise would be PI Claims, but where the holder of such claims does not opt into the PI Trust and PI TDP by following the requirements set forth in the PI TDP, including the execution of a Release Form (in the form attached as Exhibit 1 to the VOTS), are not PI Claims and are not channeled to the PI Trust, nor are such claims NAS PI Claims under the terms of the NAS PI Trust.

**WHEREAS**, all rights of the Holders of PI Claims (“**PI Claimants**”) who are Participating PPOCs under the terms of the VOTS arising under the PI Trust Documents shall vest upon the Closing Date;

**WHEREAS**, pursuant to the Sale Order and the March 2023 Stipulation, the PI Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**OSF Regulations**”), and to be treated consistently for state and local tax purposes to the extent applicable; and

**NOW, THEREFORE**, it is hereby agreed as follows:

## **ARTICLE I**

### **AGREEMENT OF TRUST**

**1.1 Creation and Name.** The Purchaser as the Settlor hereby creates a trust known as the “Endo Opioid Personal Injury Trust,” which is the PI Trust contemplated by the March 2023 Stipulation and provided for and referred to in the Sale Order. The Trustee may transact the business and affairs of the PI Trust in the name of the PI Trust, and references herein to the PI Trust shall include the Trustee acting on behalf of the PI Trust. It is the intention of the parties hereto that the trust created hereby constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* (the “**DST Act**”), and that this document constitute the governing instrument of the PI Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State.

**1.2 Purpose.** The purpose of the PI Trust is to assume all liabilities and responsibility for all PI Claims held by claimants that opt-in to the PI Trust, to resolve and make distributions in respect of Allowed PI Claims in accordance with the PI TDP, use the PI Trust Assets (as defined

herein) and income to meet its obligations, as well as to, among other things:

(a) collect the distributions from the PPOC Trust on account of the PPOC PI Claim in accordance with the Sale Order and the PI Trust Documents;

(b) direct the administration, processing, liquidation and payment of all Allowed PI Claims in accordance with the Sale Order and the PI Trust Document;

(c) preserve, hold, and manage the assets of the PI Trust for use in paying and satisfying Allowed PI Claims;

(d) qualify at all times as a qualified settlement fund;

(e) pay Holders of Allowed PI Claims in accordance with this Trust Agreement, the PI TDP, and any LRP (defined below) the Trustee may establish, such that Holders of Allowed PI Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Allowed PI Claims;

(f) fund the PI Trust and make distributions therefrom to Holders of Allowed PI Claims in accordance with the Sale Order, the PI Trust Documents, and the LRP, if applicable;

(g) use the PI Trust's assets and income to pay any and all fees, costs, expenses, taxes, disbursements, debts, or obligations of the PI Trust incurred from the operation and administration of the PI Trust (including in connection with the March 2023 Stipulation, the Sale Order, the PI Trust Documents and the LRP, if applicable) and management of the PI Trust Assets (together, the "**Trust Operating Expenses**") in accordance with the PI Trust Documents; and

(h) make distributions on Allowed PI Claims (together with the Trust Operating Expenses, the "**Trust Expenses**").

**1.3 Transfer of Assets.** Pursuant to and in accordance with the Sale Order, the PI Trust shall have received, on the Closing Date, the PPOC PI Claim, and expects to receive as soon

as reasonably practicable thereafter, its first payment from the PPOC Trust (together with any subsequent distributions and any proceeds from or interest thereon, the “**PI Trust Assets**”) to fund the PI Trust and settle or discharge all PI Claims. In all events, the PI Trust Assets or any other assets to be transferred to the PI Trust under the Sale Order will be transferred to the PI Trust free and clear of all Claims, interests, Liens, and other encumbrances and liabilities of any kind by the Debtors, the Purchaser, the other Protected Parties<sup>5</sup>, any creditor, or other entity except as otherwise provided in the PI Trust Documents.

**1.4 Separate NAS Trust.** Claimants with Opioid Claims arising from intrauterine exposure to opioids (including but not limited to neonatal abstinence syndrome, or “**NAS**”) are not eligible to participate in the PI Trust and will be subject to a different trust agreement. For the avoidance of doubt, any such claims are not PI Claims.

**1.5 Acceptance of Assets and Assumption of Liabilities.**

(a) In furtherance of the purposes of the PI Trust, the PI Trust hereby expressly accepts the transfer to the PI Trust of the PI Trust Assets and any other transfers contemplated by the Sale Order and the PI Trust Documents in the time and manner as, and subject to the terms, contemplated in the Sale Order and the PI Trust Documents.

(b) In furtherance of the purposes of the PI Trust, the PI Trust expressly assumes all liabilities and responsibility for all PI Claims held by claimants that opt-in the PI Trust, and none of the Debtors nor any of the Protected Parties shall have any further financial or other responsibility or liability therefor or in connection therewith. However, the PI Trust expressly does not assume any liabilities or responsibility for any claims that would be PI Claims, but for the

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<sup>5</sup> “**Protected Parties**” is defined in the PPOC Trust Documents. For the avoidance of doubt, in the event of a conflict between the term “Protected Parties” as defined in the PPOC Trust Documents and the definition of “**Released Parties**” as set forth in the VOTS and on the Release Form, the definition of “Released Parties” and the terms of the VOTS and Release Form shall govern.



holder thereof's failure to timely opt-in or timely deliver a release as contemplated herein and in the Sale Order and the PI Trust Documents, and the rights of such holders against the Debtors and all of the Protected Parties shall be fully preserved with respect to such claims. Except as otherwise provided in the Sale Order or the PI Trust Documents, the PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors have or would have had under applicable law, but solely to the extent consistent with the PI Trust Documents, the PPOC Trust Documents and the Sale Order; provided, however, that no such claims, defenses or rights may be asserted against any Protected Party.

(c) Notwithstanding anything to the contrary herein, no provision herein or in the PI TDP or in the VOTS, the Sale Order or any other document contemplated thereby shall be construed or implemented in a manner that would cause the PI Trust to fail to qualify as a "qualified settlement fund" under the QSF Regulations.

(d) To the extent required by the DST Act, the beneficial owners (within the meaning of the DST Act) of the PI Trust (the "**Beneficial Owners**") shall be deemed to be the PI Claimants; provided that (i) the PI Claimants, as such Beneficial Owners, shall have only such rights with respect to the PI Trust and its assets as are set forth in the PI TDP and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the PI Trust, shall be deemed to apply to the PI Claimants in their capacity as Beneficial Owners. For the avoidance of doubt, holders of Claims that would be PI Claims, but for the holder thereof's failure to timely opt into (whether they fail to timely opt in or affirmatively opt out) the PI Trust or timely deliver a release as contemplated in the Sale Order and VOTS are not Beneficial Owners.

## ARTICLE II

### **POWERS AND TRUST ADMINISTRATION**

#### **2.1 Powers.**

(a) The Trustee is and shall act as the fiduciary to the PI Trust in accordance with the provisions of the PI Trust Documents and the Sale Order and any documents contemplated thereby. The Trustee shall, at all times, administer the PI Trust and the PI Trust Assets in accordance with the purposes set forth in section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the PI Trust, including, without limitation, each power expressly granted in this section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of section 2.2, and any power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

(i) receive and hold the PI Trust Assets and exercise all rights with respect thereto, including the right to vote and sell any securities that are included in the PI Trust Assets;

(ii) invest the monies held from time to time by the PI Trust, in consultation with the PI Committee and the financial advisor for the PI Trust (the “**Financial Advisor**”);

(iii) sell, transfer, or exchange, in the ordinary course of business, any or all of the PI Trust Assets at such prices and upon such terms as the Trustee may consider proper, consistent with the other terms of the PI Trust Documents, without further order of any court;

(iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the PI Trust to operate;

(v) pay liabilities and expenses of the PI Trust;

(vi) subject to the terms of the Sale Order, sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding;

(vii) establish, supervise, and administer the PI Trust in accordance with the PI Trust Documents;

(viii) establish a lien resolution program (“**LRP**”) and appoint and oversee the actions of a lien resolution agent to carry out the LRP;

(ix) appoint, hire, or engage such officers, employees, advisors, counsel, consultants, independent contractors, representatives, and agents to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services (“**Professionals**”) as the business of the PI Trust requires, and delegate to such Professionals such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in the Trustee’s discretion, deems advisable or necessary in order to carry out the terms of the PI Trust Documents;

(x) select, engage, and pay reasonable compensation to one or more Appeals Masters pursuant to section 4.12 below and as set forth in the PI TDP;

(xi) pay reasonable compensation to Professionals engaged by the PI Trust;

(xii) as provided below, (a) compensate the Trustee, the Delaware Trustee, and the PI Committee members, as well as their respective Professionals and (b) reimburse the Trustee, the Delaware Trustee, and the PI Committee members, as well as their respective Professionals, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xiii) pay reimbursement to the Ad Hoc Committee an aggregate amount based on billing submitted to the PI Trust for work performed by the Ad Hoc Committee prior to the Closing Date, including the drafting of the PI Trust Documents, negotiating a resolution, etc.;

(xiv) execute and deliver such instruments as the Trustee considers proper in administering the PI Trust;

(xv) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the PI Trust, provided such arrangements do not conflict with any other provision of the PI Trust Documents;

(xvi) in accordance with section 4.6 below, defend, indemnify, and hold harmless (and, if practicable and reasonable, purchase insurance indemnifying) (A) the Trustee, the Delaware Trustee, the members of the PI Committee, and the Ad Hoc Committee (which shall have no role after the Closing Date for the PI Trust), and (B) the Appeals Master(s) and the respective Professionals of the PI Trust (including the Claims Administrator (as defined herein) and its staff and agents) (collectively the “**Indemnified Parties**” or “**Indemnified Party**” in the singular), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and insure its trustees, Professionals and other parties. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which such party is

liable under section 4.4 below;

(xvii) [RESERVED]

(xviii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the PI Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in section 4.4 below;

(xix) consult with the PI Committee at such times and with respect to such issues relating to the conduct of the PI Trust as the Trustee considers desirable in addition to such matters as are prescribed in the PI Trust Documents;

(xx) make, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve in the name of the PI Trust, any claim, right, action, or cause of action included in the PI Trust Assets, before any court of competent jurisdiction; and

(xxi) contract for the establishment and continuing maintenance of a website (the “**Trust Website**”) to publish the claims materials and the Annual Report (as defined herein), and aid in communicating information to the beneficiaries of the PI Trust and their respective counsel or other authorized persons.

(d) The Trustee shall not have the power to guarantee any debt of other Persons.

(e) The Trustee agrees to take the actions of the PI Trust required hereunder.

(f) The Trustee shall give the PI Committee reasonably prompt notice of any material act performed or taken pursuant to sections 2.1(c)(i) above and any act proposed to be performed or taken pursuant to section 2.2(g) below.

**2.2 General Administration.**

(a) The Trustee shall act in accordance with this Trust Agreement, the Sale Order, and the PI TDP and any documents contemplated by any of the foregoing. In the event of a conflict between the terms or provisions of the Sale Order and the PI Trust Documents, the terms of the Sale Order shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Sale Order, regardless of whether any provision herein explicitly references the Sale Order.

(b) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed, and shall timely pay all taxes required to be paid by the PI Trust, (ii) comply with all applicable reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the PI Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the PI Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(c) The Trustee may withhold, and shall pay to the appropriate tax authority all amounts required by law to be withheld pursuant to the Internal Revenue Code or any provision of any applicable foreign, state, or local tax law with respect to any payment or distribution to the Holders of Allowed PI Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such Holders of Allowed PI Claims for all purposes of this Trust Agreement. The Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8 or IRS Form W-9, from the Holders of Allowed PI Claims (including tax identification numbers) as reasonably requested by the Trustee, readily available to the Holders of the Allowed PI Claims and necessary to effectuate the Sale Order and this Trust Agreement. The Trustee may refuse to make some or all of a distribution to a Holder of an

Allowed PI Claim that fails to furnish such information in a timely fashion, and until such information is delivered may treat such Holder's Allowed PI Claim, as disputed; provided, however, that, upon the delivery of such information by a Holder of an Allowed PI Claim, the Trustee shall make such distribution to which such Holder is entitled, without additional interest occasioned by such Holder's delay in providing tax information. Notwithstanding the foregoing, if a Holder of an Allowed PI Claim fails to furnish any tax information reasonably requested by the Trustee before the date that is six months after the request is made (subject to extension in the discretion of the Trustee if such Holder demonstrates to the reasonable satisfaction of the Trustee that such Holder's failure to provide such tax information is due to one or more taxing authorities' failure to furnish information necessary to respond to the Trustee's reasonable request to such Holder despite such Holder's request for such information), to the fullest extent permitted by law, the Trustee in his discretion, may determine that the amount of such distribution shall irrevocably revert to the PI Trust, and any Allowed PI Claim with respect to such distribution shall be discharged and forever barred from assertion against the PI Trust or its property. For the avoidance of doubt, in the event a Holder's claim is discharged pursuant to this clause (c), the Release Form executed by such Holder, including the release granted thereunder and the terms thereof, shall remain intact and unaffected by any such discharge.

(d) The Trustee shall be responsible for all of the PI Trust's tax matters, including without limitation, tax audits, claims, defenses and proceedings. The Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the PI Trust that is required by any governmental unit and be responsible for payment, out of the PI Trust Assets, of any taxes imposed on the PI Trust or its assets.

(e) The Trustee may provide the following reports:

(i) The PI Trust may cause to be prepared and provide to the PI Committee quarterly reports on the financial condition of the PI Trust, including a report on the investments and accounts of the PI Trust and the Trust Operating Expenses (“**Quarterly Reports**”).

(ii) The PI Trust shall cause to be prepared and provide to the PI Committee monthly reports on the status of claims submitted to and processed, paid or resolved by the PI Trust.

(iii) The Trustee may prepare an annual report (the “**Annual Report**”). The Annual Report, if any, may contain financial statements of the PI Trust (including, without limitation, a balance sheet of the PI Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements’ presentation of the cash and investments available for the payment of claims.

(iv) The Annual Report may also include an aggregate summary regarding the number and type of PI Claims disposed of during the period covered by the financial statements.

(v) The Trustee shall provide a copy of any such Annual Report to the PI Committee.

(f) In consultation with the PI Committee, the Trustee may cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projection covering such fiscal year. The budget and cash flow projections, if any, shall include a description of the amounts the PI Trust anticipates spending on Trust Operating Expenses and, to the extent practicable, payments to Holders of Allowed PI Claims. The Trustee shall provide



a copy of the budget and cash flow projections to the PI Committee.

(g) The Trustee shall consult with the PI Committee (i) on the general implementation and administration of the PI Trust; (ii) on the general implementation and administration of the PI TDP, or as the Trustee may determine; and (iii) on such other matters as may be required under the PI Trust Documents.

(h) The Trustee shall be required to obtain the reasonable consent of the PI Committee pursuant to the consent processes set forth in sections 5.7(b) below, in addition to any other instances elsewhere enumerated, in order:

(i) to clarify the claim qualification requirements, to the extent such clarification is necessary, described in the PI TDP;

(ii) to determine, establish, or change the Pro Rata payments described in the PI TDP;

(iii) to change the evidentiary criteria set forth in the PI TDP;

(iv) to determine, establish, or change the types of evidence required for a Qualifying Opioid described in the PI TDP;

(v) to establish or to change the claims materials to be provided to PI Claimants under the PI TDP;

(vi) to extend the mandatory deadlines provided under the PI TDP;

(vii) to terminate the PI Trust pursuant to section 8.4 below;

(viii) to exercise any consent or consultation right (to the extent the Trustee has any such right) (A) with respect to a proposed settlement of the liability of any insurer under any insurance policy or legal action related thereto or (B) pursuant to the terms of the PI Trust Documents;

(ix) to change the compensation of the Trustee, the Delaware Trustee, the PI Committee members, the Claims Administrator, or the PI LRP Administrator (as defined herein), other than to reflect cost-of-living increases or to reflect changes approved by the Bankruptcy Court as otherwise provided herein;

(x) to take actions out of the ordinary course to minimize any tax on the PI Trust Assets, provided that no such action prevents the PI Trust from qualifying as a qualified settlement fund within the meaning of the QSF Regulations or requires an election for the PI Trust to be treated as a grantor trust for tax purposes;

(xi) to sell or exchange PI Trust Assets outside the ordinary course of PI Trust business;

(xii) to amend any provision of the PI Trust Documents in accordance with the terms thereof;

(xiii) to contract with a claims resolution organization or other entity that is not specifically created or authorized by the PI Trust Documents; or

(xiv) if and to the extent required by the PI TDP or the LRP, disclose any information, documents, or other materials to preserve, litigate, resolve or settle coverage, or comply with an applicable obligation under an insurance policy or settlement agreement pursuant to the PI TDP or the LRP.

(i) The Trustee shall meet with the PI Committee not less often than quarterly. The Trustee shall meet in the interim with the PI Committee when so requested by the Trustee or any of them. Meetings may be held in person, by telephone, by Zoom or video conference call, or by any combination thereof.

(j) The Trustee, upon notice from the PI Committee, if practicable in view of

pending business, shall at the Trustee's next meeting with the PI Committee consider issues submitted by the PI Committee. The Trustee shall keep the PI Committee reasonably informed regarding all material aspects of the administration of the PI Trust.

**2.3 Claims Administration.** The Trustee shall promptly proceed to implement the PI TDP.

**2.4 Assets Available for Payments to Holders of Allowed PI Claims.** The amount of the PI Trust Assets available to make settlement payments to Holders of Allowed PI Claims shall be subject to deductions for the Trust Operating Expenses hereof out of the Claimant's share.

**2.5 [RESERVED]**

**2.6 Lien Resolution Program.** The Trustee may implement an LRP and may retain a third-party lien-resolution administrator (the "PI LRP Administrator") under the LRP. If retained, the PI LRP Administrator is authorized to (i) identify and coordinate with potential lien holders of the PI Claimants, (ii) determine each final lien amount and holdback necessary on account of such lien amount, and (iii) perform such other duties as provided in the LRP.

### **ARTICLE III**

#### **ACCOUNTS, FINANCIAL ADVISOR, INVESTMENTS, AND PAYMENTS**

**3.1 Accounts.**

(a) The Trustee may, from time to time, create such accounts and reserves within the PI Trust estate as the Trustee may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(b) The Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account,

the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the Quarterly Reports and the Annual Report.

### **3.2 Financial Advisor.**

(a) The PI Trust shall engage a Financial Advisor, with the consent of the PI Committee. The Financial Advisor shall be paid reasonable compensation in accordance with the PI Trust's annual budget.

(b) To the extent requested by the Trustee, the Financial Advisor shall be responsible for determining the available assets of the PI Trust and, under the direction of the Trustee, for (i) reviewing the investment of all funds paid to and held by the PI Trust, (ii) monitoring the assets and liabilities of the PI Trust, (iii) providing investment guidance to the PI Trust, (iv) reviewing the Trustee's financial statements, and (v) reviewing the Trustee's preparation of accounting statements and responding to audits.

(c) At the direction of the Trustee, the Financial Advisor shall prepare projections of pro rata payments under the PI TDP. The Financial Advisor shall have reasonable access to all data and reports necessary to perform the tasks of the Financial Advisor.

(d) The Trustee, in consultation with the Claims Administrator and the PI Committee, shall periodically inform the Financial Advisor regarding liquidity needs of the PI Trust. The Financial Advisor shall monitor the Trustee's investment management. The Trustee will ensure tasks assigned to the Financial Advisor are performed in accordance with this Trust Agreement.

**3.3 Investments.** The Trustee, in consultation with the PI Committee and the Financial Advisor shall develop the investment strategy for the PI Trust Assets. In determining investments to be held by the PI Trust, due regard shall be given primarily to safety of principal

and secondarily to production of reasonable amounts of current income. The Trustee is authorized to limit investments to U.S. Treasuries or money market funds thereof, IntraFi or other fully Government insured investment vehicles.

**3.4 Source of Payments.**

(a) All Trust Expenses shall be payable solely by the Trustee out of the PI Trust Assets. None of the Trustee, the Delaware Trustee, the PI Committee, the Debtors, the Purchaser, any other Protected Party or any Professionals of the foregoing shall be liable for the payment of any Trust Expense or any other liability of the PI Trust, except to the extent provided in the Sale Order or the PI Trust Documents.

(b) The Trustee shall include a reasonably detailed description of any payments made in accordance with this section 3.4 in the Quarterly Reports and the Annual Report.

**ARTICLE IV**

**TRUSTEE: DELAWARE TRUSTEE**

**4.1 Number.** In addition to the Delaware Trustee appointed pursuant to Section 4.13, there shall be one (1) Trustee. The initial Trustee shall be Edgar C. Gentle, III.

**4.2 Term of Service.**

(a) The initial Trustee shall serve from the Closing Date until the earliest of (i) such Trustee's death, (ii) such Trustee's resignation pursuant to Section 4.2(b) below, (iii) such Trustee's removal pursuant to section 4.2(c) below, and (vi) the termination of the PI Trust pursuant to section 8.4 below.

(b) The Trustee may resign at any time by written notice to the PI Committee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed at the recommendation of the PI Committee, in the event that the Trustee becomes unable to discharge the Trustee's duties hereunder due to any physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings.

#### **4.3 Appointment of Successor Trustee.**

(a) In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the PI Committee.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) such successor Trustee's death, (ii) such successor Trustee's resignation pursuant to section 4.2(b) above, (iii) such successor Trustee's removal pursuant to section 4.2(c) above, and (iv) the termination of the PI Trust pursuant to section 8.4 below.

#### **4.4 Liability of Trustee and the PI Committee.**

The Trustee and the members of the PI Committee shall not be liable to the PI Trust, to any individual holding a PI Claim, or to any other Person, except for any act or omission by such

party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

**4.5 Compensation and Expenses of Trustee and Delaware Trustee.**

(a) The operations of the Trustee, the Claims Administrator and other aspects of PI Trust administration shall be in accordance with a budget approved by the PI Committee. The Trustee, himself, at his discretion, may receive a retainer from the PI Trust for the Trustee's service as a Trustee in the amount of \$50,000 per annum, paid annually. Hourly time, as described below, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the PI Trust. For all time expended as Trustee, including attending meetings, preparing for such meetings, and working on projects necessary to carry out the PI Trust, the Trustee shall receive compensation at the rate of \$350 per hour. For all non-working travel time in connection with PI Trust business, the Trustee shall receive compensation at the rate of \$350 per hour. All time shall be computed on a decimal hour basis. To the extent practicable, the Trustee shall record all hourly time to be charged to the PI Trust on a daily basis, and will invoice the PI Trust monthly. The PI Committee shall have the right to review the Trustee's monthly invoices. The hourly compensation payable to the Trustee hereunder shall be reviewed every year by the Trustee and, after consultation with the members of the PI Committee, appropriately adjusted by the Trustee for changes in the cost of living.

(b) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement.

(c) The PI Trust will promptly reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee or the Delaware Trustee in connection with the performance of their respective duties hereunder.

(d) The PI Trust shall include a description of the amounts paid under this section 4.5 in the Quarterly Reports and the Annual Report.

**4.6 Indemnification.**

(a) The PI Trust shall indemnify and defend the Indemnified Parties in the performance of their respective duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware as permitted by Section 3817 of the DST Act (after the application of section 8.13) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Closing Date in connection with the formation, establishment, or funding of the PI Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which such individual is ultimately liable under section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, the Delaware Trustee, a member of the PI Committee, the Ad Hoc Committee (or its Professionals), or any other Indemnified Party in connection with any action, suit, or proceeding, whether civil, administrative, or arbitral, from which they are indemnified by the PI Trust pursuant to section 4.6(a) above, shall be paid by the PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the Delaware Trustee, the member of the PI Committee, the Ad Hoc Committee (or its Professionals), or the Indemnified Party, to repay such amount until such time that it is determined ultimately by final order that the Trustee, the Delaware Trustee, the member of the PI Committee, the Ad Hoc Committee (or its Professionals), or the other Indemnified Party is not entitled to be indemnified



by the PI Trust.

(c) The Trustee must, if practicable and reasonable, purchase and maintain reasonable amounts and types of insurance on behalf of an individual or group who is or was a Trustee, a member of the PI Committee, the Ad Hoc Committee (or their Professionals) for purposes of 4.6(a) and (b) above, or any other Indemnified Party, including against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Trustee, PI Committee member, a member of the Ad Hoc Committee (or their Professionals) for purposes of 4.6(a) and (b) above, or as a Professional of the PI Trust, the PI Committee, or the Ad Hoc Committee for purposes of 4.6(a) and (b) above.

**4.7 Lien.** The Trustee, the Delaware Trustee, the members of the PI Committee, the and the Indemnified Parties shall have a first priority lien upon the PI Trust Assets to secure the payment of any amounts payable to them pursuant to section 4.6 above.

**4.8 Trustee's Independence.** The Trustee shall not, during the term of the Trustee's service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Debtor or the Purchaser. The Trustee shall not act as an attorney for any person who holds a PI Claim. For the avoidance of doubt, this section shall not be applicable to the Delaware Trustee.

**4.9 Bond.** The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

**4.10 Trustee's Employment of Professionals; Delaware Trustee's Employment of Counsel.**

(a) The Trustee may, but shall not be required to, retain and consult with Professionals deemed by the Trustee to be qualified as experts on the matters submitted to them (the "**Trust Professionals**"), and in the absence of a bad faith violation of the implied contractual

covenant of good faith and fair dealing, the written opinion of or information provided by any Trust Professional deemed by the Trustee to be an expert on the particular matter submitted to such Trust Professional shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any Trust Professionals.

(b) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of the Delaware Trustee's obligations hereunder and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

**4.11 Trustee's Retention of Claims Administrator.**

(a) The Trustee may retain a claims administrator (the "**Claims Administrator**") to assist the Trustee in the Trustee's duties as set forth in the Sale Order and the PI Trust Documents. With the consent of the PI Committee, the Claims Administrator may be the same individual as the Trustee.

(b) The PI Committee has agreed that Edgar C. Gentle, III, of Gentle Turner & Benson, LLC, shall be the initial Trustee and Claims Administrator. With the consent of the PI Committee, and subject to the Trustee's duties and obligations set forth in the PI Trust Documents and the terms of this section with respect to the Claims Administrator's duties and compensation, the initial Trustee and Claims Administrator may retain his law firm, Gentle, Turner, Sexton & Harbison, LLC, to assist in carrying out the duties of the Trustee and Claims Administrator under the PI Trust Documents.

(c) Under the direction of the Trustee, the Claims Administrator shall be

responsible for (i) supervising and overseeing the processing of and resolution of PI Claims and all aspects of the claims office (the “**Claims Office**”), which shall process PI Claims that are payable from the PI Trust in accordance with the PI Trust Documents, (ii) preparing and distributing monthly and quarterly reports to the PI Committee documenting the activities of the Claims Office, including reports on the submission of PI Claims and their resolution, and (iii) performing periodic analyses and estimates regarding the costs and projected costs of processing and resolving PI Claims and any matter or contingency that could affect the efficient use of funds for the payment of Allowed PI Claims. The Trustee shall monitor the long-term goals and day-to-day activities of the Claims Office and consult with the Claims Administrator and the PI Committee to carry them out.

(d) The Claims Administrator, under the direction of the Trustee, shall determine, in accordance with the PI Trust Documents, the Allowance or Disallowance (as defined in the PI TDP) of, and the awards payable on, all PI Claims liquidated under the PI TDP.

(e) As set forth in the PI TDP, distributions under the PI TDP, which shall be made solely from the PI Trust, are determined only with consideration to Allowed PI Claims held against the Debtors, and not to any associated PI Claim against a non-Protected Party; any distribution to a PI Claimant on account of such PI Claimant’s Allowed PI Claim shall be deemed to be a distribution in satisfaction of PI Claims held by such PI Claimant against any of the Protected Parties with respect to the same injuries that are the subject of his or her PI Claim.

(f) The Trustee shall exercise reasonable measures to oversee the Claims Administrator and the Claims Office, and shall employ reasonable administrative, technical, and physical controls to protect the confidentiality of data concerning individual PI Claimants from unauthorized access, acquisition, disclosure, use, loss, or theft.

(g) In carrying out the Trustee’s duties under the PI Trust Documents, the

Trustee (or the Trust Professionals under the direction of the Trustee) may investigate any PI Claims and request information from any PI Claimant to ensure compliance with the PI Trust Documents. For PI Claimants who are requested to execute the HIPAA release forms, the Trustee (or the Trust Professionals under the direction of the Trustee) also has the power to directly obtain such PI Claimant's medical records.

(h) The Claims Office shall process Allowed PI Claims payable from the PI Trust in accordance with the PI TDP and the LRP. The PI TDP establishes specific guidelines for submitting and processing PI Claims.

(i) The Trustee shall have discretion to implement such additional procedures and routines as necessary to implement the PI TDP, in collaboration with the Claims Administrator, and the PI Committee, and consistent with the terms of the PI Trust Documents.

(j) Under the direction of the Trustee, the Claims Administrator shall institute procedures, claims processing protocols, and staff training, and shall develop internal controls, claims-tracking, analysis, and payment systems as necessary to process the PI Claims in accordance with the PI TDP and the LRP, including reasonable measures to detect and prevent claims fraud.

(k) The Trustee shall maintain (subject to the confidentiality provisions of this Trust Agreement) records of all individual payments, settlements, and resolutions concerning the PI Claims. The records shall include the documents and information relative to the valuation of the PI Claims.

(l) The Claims Administrator shall serve for the duration of the PI Trust, subject to death, resignation, or removal. The Trustee may remove the Claims Administrator with the consent of the PI Committee. In the event that the Claims Administrator resigns, is removed

from office, or otherwise is unable to perform the functions of the Claims Administrator, the Trustee shall propose a successor Claims Administrator, subject to consent by the PI Committee. However, in the event that, pursuant to section 4.11(a), the Trustee also serves as the Claims Administrator, if the Trustee is removed, absent a court order to the contrary, the Claims Administrator shall also be removed from office, and the successor Trustee shall fill the vacancy by proposing a Claims Administrator subject to consent of the PI Committee.

(m) The Claims Administrator (or successor Claims Administrator) shall be (i) an entity or an individual over the age of 35 whose experience and background are appropriate for the responsibilities set forth herein and (ii) at the time of appointment and at all times during the term of service, independent. For purposes of this section, a person is independent if such person:

(i) is not and was not at any time a PI Claimant or a representative of a PI Claimant;

(ii) has not had and does not have a relationship with an individual PI Claimant or with counsel for any PI Claimant, such that the person's impartiality in serving as a Claims Administrator could reasonably be questioned;

(iii) is not a Holder of any interest (other than interests held indirectly through publicly traded mutual funds) in a Debtor or the Purchaser or any related person with respect to a Debtor;

(iv) is not and was not at any time an officer, director, employee, or agent of a Debtor or any related person with respect to a Debtor or related to any of the foregoing, or otherwise is or was an "insider," as defined in the Bankruptcy Code, with respect to a Debtor or any related person with respect to a Debtor; or

(v) is not an investment banker, financial advisor, accountant, or

attorney, and is not related to any of the foregoing, for any Debtor or any related person with respect to a Debtor, or an officer, director, employee, or agent of any person or entity that provides investment banking, financial advice, accounting, or legal services to a Debtor or any related person with respect to a Debtor or related to any of the foregoing, with the exception of any person employed in the Claims Administrator's law firm who helps provide services in connection with the Chapter 11 Cases.

(n) Subject to approval by the Trustee, the Claims Administrator shall have the power to hire, and shall hire and appoint, such staff and other appropriate agents, including persons or entities performing PI Claim audit functions, as necessary to carry out the functions of the Claims Administrator under this Trust Agreement, and such staff and agents shall be considered Indemnified Parties. Salaries, fees, budgets, and payment terms for any staff, contractors, or auditors shall be determined by the Claims Administrator, with the Trustee's approval, subject to consultation with the PI Committee. The Claims Administrator shall not have authority to subcontract claims processing functions without the consent of the Trustee and PI Committee. Subject to the direction of the Trustee, in consultation with the PI Committee, the Claims Administrator shall have the authority to enter into such contracts or agreements as may be necessary to operate the Claims Office, hire staff and contractors, or obtain services and equipment, and shall have the authority to serve all functions of an employer.

(o) The compensation of the Claims Administrator and the Claims Administrator's staff, including periodic increases, shall be governed by the budget developed by the Claims Administrator in consultation with the Financial Advisor and approved by the Trustee, with the consent of the PI Committee.

**4.12 Appeals Master.** The Trustee shall select one or more Appeals Masters in

consultation with the PI Committee.

**4.13 Delaware Trustee.**

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this section 4.13, it shall resign immediately in the manner and with the effect hereinafter specified in section 4.13(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. Any reference to a “Trustee” shall not include the Delaware Trustee unless specifically indicated.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the PI Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the DST Act and for taking such actions as are required to be taken by a Delaware Trustee under the DST Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the PI Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the DST Act (acting solely at the written direction of the Trustee) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the

Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other parties hereto or any beneficiary of the PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee or any other Person. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for the same other than in the event of its gross negligence, willful misconduct, or fraud. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee provided that the Delaware Trustee has acted in accordance with the written direction of the Trustee.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of section 4.13(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with section 4.13(d) below. If the Trustee does not act within such 60-day period, the Delaware Trustee may apply (at the sole cost and expense of the PI Trust) to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee. In the event that any amounts due and owing to the Delaware Trustee under this Trust Agreement remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign on thirty (30) days' notice regardless of whether a successor



Delaware Trustee has been appointed.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the then-serving Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the DST Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the then-serving Delaware Trustee and the Trustee and any fees and expenses due to the then-serving Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the then-serving Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the then-serving Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the DST Act, including filing a Certificate of Amendment to the Certificate of Trust of the PI Trust in accordance with Section 3810 of the DST Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than

this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the PI Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership or transferability of any PI Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(g) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

## ARTICLE V

### **TRUST ADVISORY PERSONAL INJURY COMMITTEE**

**5.1 Members.** The PI Committee shall consist of two (2) members who shall initially be the persons named on the signature page hereof.

**5.2 Duties.** The members of the PI Committee shall serve in a fiduciary capacity representing all PI Claimants. The PI Committee shall have no fiduciary obligations or duties to any party other than the PI Claimants. The Trustee must consult with the PI Committee on matters identified in section 2.2(g) above and in other provisions herein, and must obtain the consent of the PI Committee on matters identified in section 2.2(h) above. The PI Committee will work with the Trustee in establishing and monitoring operating budgets. Where provided in the PI TDP, certain other actions by the Trustee are also subject to the consent of the PI Committee. Except for the duties and obligations expressed in the PI Trust Documents and the documents referenced therein (including the PI TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the PI Committee. To the extent that, at law or in equity, the PI Committee has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other parties hereto or any beneficiary of the PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the PI Committee expressly set forth in the PI Trust Documents and the documents referenced herein (including the PI TDP).

**5.3 Term of Office.**

(a) Each member of the PI Committee shall serve until the earlier of (i) such member's resignation pursuant to Section 5.3(b) below, (ii) such member's removal pursuant to Section 5.3(c) below, and (iii) the termination of the PI Trust pursuant to Section 8.4 below.

(b) A member of the PI Committee may resign at any time by written notice to the other members of the PI Committee and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall be not less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the PI Committee may be removed in the event that such member becomes unable to discharge such member's duties hereunder due to physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the PI Committee and with the approval of the Trustee.

#### **5.4 Appointment of Successor.**

(a) If, prior to the termination of service of a member of the PI Committee other than as a result of removal, such member has designated in writing an individual to succeed such member as a member of the PI Committee, such individual shall be such member's successor. If such member of the PI Committee did not designate an individual to succeed such member prior to the termination of such member's service as contemplated above, such member's law firm may designate such member's successor. If (i) a member of the PI Committee did not designate an individual to succeed such member prior to the termination of such member's service and such member's law firm does not designate such member's successor as contemplated above or (ii) such member is removed pursuant to Section 5.3(c) above, such member's successor shall be appointed by the mutual consent of the remaining PI Committee member and the Trustee.

(b) Each successor PI Committee member shall serve until the earlier of (i) such member's death, (ii) such member's resignation pursuant to section 5.3(b) above, (iii) such

member's removal pursuant to section 5.3(c) above, and (iv) termination of the PI Trust pursuant to section 8.4 below.

(c) No successor PI Committee member shall be liable personally for any act or omission of any predecessor PI Committee member. No successor PI Committee member shall have any duty to investigate the acts or omissions of any predecessor PI Committee member. No PI Committee member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

#### **5.5 PI Committee's Employment of Professionals.**

(a) The PI Committee may but is not required to retain and consult Professionals deemed by the PI Committee to be qualified as experts on matters submitted to the PI Committee (the "**PI Committee Professionals**"). The PI Committee and the PI Committee Professionals shall at all times have complete access to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the PI Trust or the Trustee provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, reliance on the written opinion of or information provided by any PI Committee Professional or Trust Professional deemed by the PI Committee to be qualified as an expert on the particular matter submitted to the PI Committee shall be full and complete authorization and protection in support of any action taken or not taken by the PI Committee in good faith and in accordance with the written opinion of or information provided by the PI Committee Professional or Trust Professional.

(b) The PI Trust shall promptly reimburse, or pay directly if so instructed, the PI Committee for all reasonable fees and costs associated with the PI Committee's employment of

PI Committee Professionals pursuant to this provision in connection with the PI Committee's performance of its duties hereunder.

(c) In the event that the PI Committee retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the PI Committee and irrespective of whether the PI Trust pays such counsel's fees and related expenses, any communications between the PI Committee and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware Code, regardless of whether such communications are related to any claim that has been or might be asserted by or against the PI Committee and regardless of whether the PI Trust pays such counsel's fees and related expenses.

**5.6 Compensation and Expenses of the PI Committee.** The members of the PI Committee shall receive reasonable compensation from the PI Trust for their services as PI Committee members. The members of the PI Committee also shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder. Such reimbursement shall be deemed a Trust Operating Expense. The PI Trust shall include a description of the amounts paid under this section in the Quarterly Reports and the Annual Report.

**5.7 Procedures for Consultation With and Obtaining the Consent of the PI Committee.**

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the PI Committee pursuant to sections 2.2(g) or 4.5 above or on other matters as provided herein, the Trustee shall provide the PI Committee with written advance notice of the matter under consideration, and with

all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the PI Committee and the PI Committee Professionals with such reasonable access to the Trust Professionals and other experts retained by the PI Trust and its staff (if any) as the PI Committee may reasonably request during the time that the Trustee is considering such matter, and shall also provide the PI Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this section 5.7(a), the Trustee shall take into consideration the time required for the PI Committee, if its members so wish, to engage and consult with its own independent financial or investment advisors and other PI Committee Professionals as to such matter. In any event, unless there is an exigency the Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the PI Committee with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived by the PI Committee.

(b) Consent Process.

(i) An action of the PI Committee shall require unanimous approval by the PI Committee.

(ii) In the event the Trustee is required to obtain the consent of the PI Committee pursuant to section 2.2(h) above, the Trustee shall provide the PI Committee with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the PI Committee as much

relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the PI Committee and the PI Committee Professionals with such reasonable access to the Trust Professionals as the PI Committee may reasonably request during the time that the Trustee is considering such action, and shall also provide the PI Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(iii) The PI Committee must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee in writing of its consent or its objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustee, or within such additional time as the Trustee and the PI Committee may agree. The PI Committee may not withhold its consent unreasonably. If the PI Committee decides to withhold its consent, it must explain in detail its objections to the proposed action. If the PI Committee does not advise the Trustee in writing of its consent or its objections to the action within thirty (30) days of receiving notice regarding such request (or the additional time period agreed to by the Trustee and the PI Committee), the PI Committee's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iv) If, after following the procedures specified in this section 5.7(b), at least one member of the PI Committee continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the PI Committee shall resolve their dispute pursuant to section 8.15. However, the burden of proof with respect to the reasonableness of the PI Committee's objection and withholding of its consent shall be on the PI Committee.



## ARTICLE VI

[RESERVED]

## ARTICLE VII

[RESERVED]

## ARTICLE VIII

### **GENERAL PROVISIONS**

**8.1 Confidentiality.** The Trustee, each PI Committee member and each successor of the foregoing (each a “**Recipient**”) shall, during the period that they serve in such capacity under this Trust Agreement and following either the termination of this Trust Agreement or such individual’s removal, incapacity, or resignation hereunder, hold strictly confidential any material, non-public information of or pertaining to any Person (“**Relevant Person**”) of which the Recipient has become aware in its herein indicated capacity under this Trust Agreement (the “**Confidential Information**”), except to the extent disclosure is (i) in connection with matters contemplated by the Sale Order, (ii) authorized by the applicable Relevant Person, in such Relevant Person’s discretion, (iii) authorized by the terms of the Sale Order or the terms of this Trust Agreement (disclosure in accordance with clauses (i)-(iii) of this Section, each a “**Permitted Purpose**”), or (iv) required by, or would facilitate any investigation or prosecution under, applicable law, order, regulation, or legal process. In the event that any Recipient is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, or similar legal process) to disclose any Confidential Information, other than for a Permitted Purpose, such Recipient shall furnish only that portion of the Confidential Information

so requested or required, and shall exercise good faith efforts, at no material cost to it, to obtain assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

(a) Notwithstanding the foregoing, in addition to the disclosure of Confidential Information for Permitted Purposes, Recipients may share or disclose Confidential Information with each of the Recipient's Professionals for the purpose of rendering advice and guidance to such Recipient, provided that the Person or entity receiving such disclosure is informed by such Recipient of the confidential nature of such Confidential Information and agrees to be bound by the provisions of this Section 8.1.

(b) The Trustee shall exercise commercially reasonable efforts, such as anonymization, pseudonymization, and encryption, to protect Confidential Information such that disclosures to the Recipients and any Professionals do not include information that identifies individual persons, unless there is a reasonable purpose that makes disclosure of such identifying information necessary, in which case the Trustee shall implement any additional controls the Trustee in its sole discretion determines is necessary to safeguard the identifying information from unauthorized disclosure, access, or use.

**8.2 Common Interest Privilege.** The Trustee and the PI Committee, have a "common legal interest" relating to the PI Claims, the PI Trust, the Sale Order, the PI Trust Documents, including without limitation, (i) the formation of the PI Trust, (ii) the retention and direction of Professionals, (iii) the administration of the PI Trust, (iv) making distributions in accordance with the PI Trust Documents, and (v) disputing and resolving any PI Claims in accordance with the PI Trust Documents, (the "**Common Legal Interest Matters**"). Any discussion, evaluation, or other communications and exchanges of information relating to the Common Legal Interest Matters shall at all times remain subject to all applicable privileges,

immunities and protections from disclosure, including without limitation, the attorney-client privilege, work-product doctrine, and common legal interest privilege. It is the express intent of the Trustee and the PI Committee to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Trust Agreement or otherwise, in whole or in part, any and all privileges, protections, and immunities.

**8.3 Irrevocability.** To the fullest extent permitted by applicable law, the PI Trust is irrevocable.

**8.4 Term: Termination.**

(a) With the consent of the PI Committee, the Trustee may select a date to dissolve the PI Trust (the “**Dissolution Date**”) after the occurrence of any of the following events: (i) all assets available to the PI Trust from the PPOC Trust have been collected and liquidated except for a reasonable winding-up reserve; (ii) all PI Claims duly filed with the PI Trust have been liquidated and paid to the extent provided in the PI Trust Documents, or have been disallowed, or, if Holders of Allowed PI Claims have failed to cooperate with the PI Trust to effectuate payment, six (6) months have elapsed since notice to the PI Claimant of the Allowed Claim,<sup>6</sup> or (iii) at least two (2) years have elapsed since the Closing Date. The Trustee, with the consent of the PI Committee, may dissolve the PI Trust earlier for any other reason.

(b) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the PI Trust’s affairs by the Trustee and payment of all the PI Trust’s liabilities have been provided for as herein and as required by applicable law including Section 3808 of the

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<sup>6</sup> In the event Allowed Claims have not cooperated for more than six months to effectuate payment and/or the Trustee is unable to effectuate payment because he cannot locate certain PI Claimants despite all diligent or reasonable efforts, such awards, if de minimis in the aggregate, shall be treated as other de minimis assets in Section 8.4(b), and, if substantial, shall be used to increase the pro rata payments of the other PI Claimants via a supplemental payment.

DST Act, all monies remaining in the PI Trust estate if of de minimis value such that further pro rata payments to Holders of Allowed PI Claims is impracticable, shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustee using his or her reasonable discretion; *provided, however*, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on, or the cure of, or other relief for individuals suffering from opioid use disorders, and (ii) the tax-exempt organization(s) shall not bear any relationship to the Purchaser within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any contrary provision of the Sale Order and related documents, this Section 8.4(b) cannot be modified or amended.

(c) Following the dissolution and distribution of the assets of the PI Trust, the PI Trust shall terminate and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the PI Trust to be filed in accordance with the DST Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the PI Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

**8.5 Amendments.** The Trustee, subject to the consent of the PI Committee, may modify or amend this Trust Agreement. The Trustee, subject to the consent of the PI Committee, may modify or amend the PI TDP; *provided, however*, that no amendment to the PI TDP shall be inconsistent with the provisions limiting amendments to that document provided therein and provided further that no modification or amendment of the PI TDP shall (i) have a material and adverse effect on PI Claimants' entitlements to distributions or (ii) be inconsistent with any of the provisions herein. Any modification or amendment made pursuant to this Section 8.5 must be done

in writing. Notwithstanding anything contained in this Trust Agreement or the PI TDP to the contrary, neither this Trust Agreement, the PI TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, modify or otherwise affect, without Debtor consent, not to be unreasonably withheld (i) the efficacy or enforceability of the provisions of the Sale Order channeling PI Claims to the PI Trust, the VOTS, the Release Forms or the PI Trust's qualified settlement fund status under the QSF Regulations, or (ii) the scope and terms of the release provided to the Debtors and the Protected Parties as set forth in the Release Form and the March 2023 Stipulation (including the VOTS), or (iii) the obligation of the PI Trust to obtain a properly executed Release as a pre-condition to an Allowed PI Claimant receiving a distribution from the PI Trust.<sup>7</sup> Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent, provided that no such amendment may affect in any way the enforceability, efficacy, scope, or terms of the Release Form or the release granted thereunder.

**8.6 Meetings.** The Delaware Trustee shall not be required nor permitted to attend meetings relating to the PI Trust.

**8.7 Severability.** Should any provision in the PI Trust Documents be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement or the PI TDP.

**8.8 Notices.** Notices to PI Claimants shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such PI Claimant's claim form submitted to the PI Trust with respect to his

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<sup>7</sup> In no event, even with Debtor consent, may the PI Trust's qualified settlement fund status under the QSF Regulations be altered in any way.

or her PI Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the PI Trust through the Trustee:

Endo Opioid Personal Injury Trust:

Edgar C. Gentle, III, Esq.

Gentle Turner & Benson, LLC

501 Riverchase Parkway East, Suite 100

Hoover, AL 35244

E-mail: [egentle@gtandslaw.com](mailto:egentle@gtandslaw.com)

To the Delaware Trustee:

Wilmington Trust, National Association

1100 N. Market Street

Wilmington, DE 19890

Email: [DYoung@wilmingtontrust.com](mailto:DYoung@wilmingtontrust.com)

Attn. David Young

To the PI Committee:

Sean Higgins, Esq.

Andrews & Thornton

4701 Von Karman Ave., Suite 300 Newport

Beach, CA 92660

Email: [shiggins@andrewsthornton.com](mailto:shiggins@andrewsthornton.com)

-and-

Joseph L. Steinfeld, Jr., Esq.

ASK LLP

2600 Eagan Woods Drive, Suite 400 St.

Paul, MN 55121

Email: [jsteinfeld@askllp.com](mailto:jsteinfeld@askllp.com)

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

**8.9 Successors and Assigns; Third-Party Beneficiaries.** The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the PI Trust, the Trustee, and the Purchaser, and their respective successors and assigns, except that none of the Purchaser the PI Trust, nor the Trustee may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Trust Agreement except, in the case of the PI Trust and the Trustee, as contemplated by Section 2.1 above. The Debtors shall be third-party beneficiaries with rights of enforcement with respect to section 8.5, but only to the extent the modifications impact (i) the efficacy or enforceability of the provisions of the Sale Order channeling PI Claims to the PI Trust, the VOTS, the Release Forms, or (ii) the scope and terms of the release provided to the Debtors and the Protected Parties as set forth in the Release Form and the March 2023 Stipulation (including the VOTS), or (iii) the obligation of the PI Trust to obtain a properly executed Release as a pre-condition to an Allowed PI Claimant receiving a distribution from the PI Trust.

**8.10 Limitation on Claim Interests for Securities Laws Purposes.** PI Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 8.10 shall not apply to the Holder of a Claim that

is subrogated to a PI Claim as a result of its satisfaction of such PI Claim.

**8.11 Entire Agreement: No Waiver.** The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

**8.12 Headings.** The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

**8.13 Governing Law.** The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the parties hereto intend that the provisions hereof shall control and there shall not be applicable to the PI Trust, the Trustee, the Delaware Trustee, the PI Committee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c)



the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other Persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, or the PI Committee, set forth or referenced in this Trust Agreement. Section 3540 of the DST Act shall not apply to the PI Trust. Administration of the PI TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

**8.14 Settlors' Representative and Cooperation.** Newco is hereby irrevocably designated as the settlor, and the Purchaser is hereby authorized to take any action required of the settlors by the Trustee in connection with the Trust Agreement. The Purchaser agrees to cooperate in implementing the goals and objectives of this Trust Agreement.

**8.15 Dispute Resolution.** Any disputes that arise under this Trust Agreement or under the PI TDP among the parties hereto (other than the Delaware Trustee and, for the avoidance of doubt, the Debtors and the other Protected Parties) shall first be subject to Mediation. Failing that they shall be resolved by submission of the matter to binding arbitration (the “**ADR Process**”);

provided, however, that if one party objects to binding arbitration, or if the Delaware Trustee, the Debtors or the other Protected Parties is a party to any applicable dispute, the matter shall be submitted to the Bankruptcy Court for a judicial determination; further provided, however, that any dispute involving adjustment of the point value shall be resolved in the first instance by the ADR Process. Should any party to the ADR Process be dissatisfied with the recommendation of the arbitrator(s), that party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In any case, if the dispute arises pursuant to the consent provision set forth in Section 5.7(b) (in the case of the PI Committee), the burden of proof shall be on the party or parties who withheld consent to show that such party's objection and withholding of consent was reasonable. Should the unresolved dispute not be resolved by the ADR Process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR Process prior to application to the Bankruptcy Court. If the Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Trustee shall have the discretion to elect out of the ADR Process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court.

**8.16 Enforcement and Administration.** The provisions of this Trust Agreement and the PI TDP shall be enforced by the Bankruptcy Court pursuant to the Sale Order. The parties hereto hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by the ADR Process in accordance with Section 8.15 above. The Bankruptcy Court and the courts of the State of Delaware shall have the exclusive jurisdiction with respect to any action relating to or arising from the PI Trust.

**8.17 Effectiveness.** This Trust Agreement shall not become effective until it has been

executed and delivered by all the parties hereto.

**8.18 Rules of Interpretation.** For purposes of this Trust Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Trust Agreement; (c) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (d) the term “including” shall be construed to mean “including, but not limited to,” “including, without limitation,” or words of similar import. In this Trust Agreement and the PI TDP the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

**8.19 Counterpart Signatures.** This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by facsimile or portable document format (pdf)), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date set forth above.

**SETTLOR:** [PURCHASER]

By: \_\_\_\_\_  
Name:  
Title:

**TRUSTEE**

By: \_\_\_\_\_  
Name: Edgar C. Gentle, III, Esq.

**DELAWARE TRUSTEE**  
**WILMINGTON TRUST, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: David B. Young  
Title: Vice President

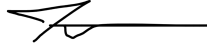
**PI COMMITTEE**  
**ANDREWS & THORNTON**

By: \_\_\_\_\_  
Name: Sean Higgins, Esq.

ASK LLP

By: \_\_\_\_\_  
Name: Joseph L. Steinfeld, Jr., Esq.

**THIS IS EXHIBIT “M”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits

**EXHIBIT 3-G**

**OCC Allocation**

WORKING DRAFT /  
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS  
BY ALL INTERESTED PARTIES

COOLEY LLP  
Cullen D. Speckhart  
Michael Klein  
Summer McKee  
55 Hudson Yards  
New York, NY 10001  
Telephone: (212) 479-6000

*Lead Counsel to the Official Committee of Opioid  
Claimants of Endo International plc, et al.*

AKIN GUMP STRAUSS HAUER & FELD LLP  
Arik Preis  
Mitchell P. Hurley  
Kate Doorley  
Theodore James Salwen  
Brooks Barker  
One Bryant Park  
New York, New York 10036  
Telephone: (212) 872-1000

*Special Counsel to the Official Committee of Opioid  
Claimants of Endo International plc, et al.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

ENDO INTERNATIONAL PLC, *et al.*,

Debtors.<sup>1</sup>

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)  
)  
)  
)  
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)

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

**NOTICE OF PRESENT PRIVATE OPIOID  
CLAIMANT TRUST CONSIDERATION ALLOCATION**

**PLEASE TAKE NOTICE** that the Official Committee of Opioid Claimants of Endo International plc and its affiliated debtors and debtors in possession (the “OCC”) hereby files this notice of the allocation of PPOC Trust Consideration<sup>2</sup> among the PPOC Sub-Trusts contemplated to be established for the benefit of Present Private Opioid Claimants in connection with the implementation of the OCC Resolution, which percentages are set forth below.

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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 OCC Resolution Term Sheet, dated March 24, 2023 [ECF No. 1505-2] (the agreements embodied therein, the “OCC Resolution”).

WORKING DRAFT /  
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS  
BY ALL INTERESTED PARTIES

<b>PPOC TRUST</b>	<b>PERCENTAGE</b>
Endo Opioid Personal Injury Trust	45.3%
Endo NAS Personal Injury Trust	5.2% <sup>3</sup>
Endo International plc Opioid Hospital Trust	17.8%
Endo Third-Party Payor Opioid Trust	29.5%
Independent Emergency Room Physician Trust II	2.2%

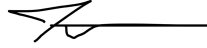
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<sup>3</sup> As a result of the mediation among the various groups of Present Private Opioid Claimants listed above and the OCC, and in deference to the small size of the Debtors' chapter 11 cases, various groups of the Present Private Opioid Claimants listed above have agreed to slight reductions to the percentage of PPOC Trust Consideration allocated to their respective PPOC Sub-Trusts listed above so that the percentage of PPOC Trust Consideration allocated to the Endo Opioid NAS Personal Injury Trust shall be 7.2% and the allocations to certain of the other trusts will be very slightly reduced. In addition, the Endo Opioid NAS Personal Injury Trust is contemplated to receive an additional \$500,000 as a result of certain fee reductions agreed to by certain of the OCC's professionals in connection with the overall settlement of allocation of PPOC Trust Consideration among the PPOC Sub-Trusts.



**THIS IS EXHIBIT “N”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



---

Commissioner for Taking Affidavits

**From:** [Brabander, Kristian](#) on behalf of [Brabander, Kristian <KBRABANDER@MCCARTHY.CA>](#)  
**To:** [Karine Dénommé](#)  
**Cc:** [mmeland@ffmp.ca](#); [afishman@ffmp.ca](#); [msiminovitch@ffmp.ca](#); [tsilverstein@ffmp.ca](#); [bendale@ffmp.ca](#); [andre@tjl.quebec](#); [gabrielle@tjl.quebec](#); [Marianne Dagenais-Lespérance](#); [Gagne, Michel](#); [Poupart, Emmanuelle](#); [Labbe, Andrée-Anne](#); [Baracat, Gabrielle](#); [Gravel, Amanda](#); [Audrey Bector](#); [jmboudreau@imk.ca](#); [Radomski, Harry](#); [De Luca, Nando](#); [Ouanounou, Melanie](#); [dmitchell@imk.ca](#); [slavoie@imk.ca](#); [maudren@audrenrolland.com](#); [mgrou@audrenrolland.com](#); [Joseane Chretien](#); [gabrielle.lachance-touchette@mcmillan.ca](#); [scott.maidment@mcmillan.ca](#); [pablo.guzman@dlapiper.com](#); [tania.dasilva@dlapiper.com](#); [Brix, Myriam](#); [eprefontaine@osler.com](#); [jharding@osler.com](#); [afallon@osler.com](#); [Morissette, Julien](#); [dglendinning@osler.com](#); [O'Brien, Kevin](#); [ahirsh@osler.com](#); [pouellet@woods.qc.ca](#); [jjenkins@woods.qc.ca](#); [guy.poitras](#); [joelle.boisvert@gowlingwlg.com](#); [de l'Etoile, Vincent](#); [Neelin, Elisabeth](#); [robert.torralbo@blakes.com](#); [Bisaillon, Ariane](#); [simon.seida@blakes.com](#); [claudemarseille@blakes.com](#); [Cataldo, Cristina](#); [francis.rouleau@blakes.com](#); [elizabeth.desrochers@blakes.com](#); [andrew.skodyn@blakes.com](#); [Baird, Melanie](#); [pfernet@fernet.ca](#); [cdubord@fernet.ca](#); [Noah Boudreau](#); [Peter J. Pliszka](#); [mkaddis@fasken.com](#); [McNamara, William](#); [srodrique@torys.com](#); [Gingras, Marie-Ève](#); [cmanole@torys.com](#); [yrobillard@millerthomson.com](#); [famine@millerthomson.com](#); [jsaintonge@blg.com](#); [amerminod@blg.com](#); [Plante, Patrick](#); [cpichette@audrenrolland.com](#); [Nathalie Guilbert](#)  
**Subject:** Bourassa v. Abbott Laboratories Ltd. et al. - 500-06-001004-197 - Paladin Labs Inc. - Stay of Proceedings [MT-MTDOCS.FID2990606]  
**Date:** Tuesday, August 23, 2022 2:41:40 PM  
**Attachments:** [image001.png](#)  
[Interim Order - 17-AUG-2022.pdf](#)

---

Bonjour Mme Dénommé,

Auriez-vous l'obligeance de porter ce courriel et sa pièce jointe à l'attention de l'honorable juge Morrison.

Dear Justice Morrison,

We write to advise the Court that, on August 17 last, Justice Morawetz of the Ontario Superior Court of Justice issued an interim order staying all proceedings in Canada as against our client, Paladin Labs Inc., pursuant to an application made under the *Companies' Creditors Arrangement Act* (CCAA). A copy of Justice Morawetz' order is attached here. Accordingly, unless and until the stay is lifted, our client (Paladin Labs Inc.) does not intend to participate further in the ongoing authorization proceedings.

Respectfully yours,



**Kristian Brabander (he/him : il)**

Partner | Associé

Litigation

T: 514-397-4273

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E: [kbrabander@mccarthy.ca](mailto:kbrabander@mccarthy.ca)

**McCarthy Tétrault LLP**

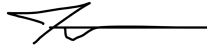
Bureau 2500

1000, rue De La Gauchetière Ouest

Montréal QC H3B 0A2

Visitez [www.mccarthy.ca](http://www.mccarthy.ca) pour en savoir plus sur notre vision stratégique et nos solutions client.

**THIS IS EXHIBIT "O"**  
**TO THE AFFIDAVIT OF ERIK AXELL**  
**SWORN BEFORE ME**  
**THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



---

Commissioner for Taking Affidavits

**From:** [Wiffen, Bradley](#)  
**To:** [Tina Silverstein](#)  
**Cc:** [afishman@ffmp.ca](#); [mmeland@ffmp.ca](#); [Joshua Foster](#); [Sean Zweig](#); [Noah Goldstein](#); [Chadwick, Robert](#)  
**Subject:** RE: FW: 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. - CV-22-00685631-00CL  
**Date:** Monday, July 24, 2023 5:17:07 PM  
**Attachments:** [Credit Agreement \(2017-04-27\).pdf](#)  
[7.500% First Lien Notes - Collateral Trust Agreement Joinder.pdf](#)  
[7.500% First Lien Notes - Additional Secured Debt Designation and Reaffirmation Agreement.pdf](#)  
[6.125% First Lien Notes - Collateral Trust Agreement Joinder.pdf](#)  
[6.125% First Lien Notes - Additional Secured Debt Designation.pdf](#)  
[6.125% First Lien Notes - Reaffirmation Agreement.pdf](#)

---

Hi Tina,

Please find attached the following documents, which are we providing on the basis that you will not provide or disclose them to any person that is not a member of your law firm without our prior written consent:

1. Credit Agreement dated April 27, 2017
2. 7.500% First Lien Notes – Collateral Trust Agreement Joinder
3. 7.500% First Lien Notes – Additional Secured Debt Designation and Reaffirmation Agreement
4. 6.125% First Lien Notes – Collateral Trust Agreement Joinder
5. 6.125% First Lien Notes – Additional Secured Debt Designation
6. 6.125% First Lien Notes – Reaffirmation Agreement

The liens in respect of the 5.875% First Lien Notes are addressed directly in the Collateral Trust Agreement dated April 27, 2017, meaning there are no joinders or designations with respect to that indebtedness.

Kind regards,  
Brad Wiffen

**Bradley Wiffen**

Goodmans LLP

416.597.4208

[bwiffen@goodmans.ca](mailto:bwiffen@goodmans.ca)

**From:** Tina Silverstein <tsilverstein@ffmp.ca>

**Sent:** Friday, July 21, 2023 1:41 PM

**To:** Wiffen, Bradley <bwiffen@goodmans.ca>

**Cc:** [afishman@ffmp.ca](#); [mmeland@ffmp.ca](#); Joshua Foster <FosterJ@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Chadwick, Robert <rchadwick@goodmans.ca>

**Subject:** Re: FW: 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. - CV-22-00685631-00CL

Hi Bradley,

Could you please also provide us with copies of:

- the April 27, 2017 Credit Agreement;
- all Collateral Trust Agreement Joinders;
- all Additional Secured Debt Designations; and
- all Reaffirmation Agreements executed by Paladin Labs Inc. and Paladin Labs Holding Inc.

Thank you,

**Tina Silverstein**

Telephone: (514) 932-4100

E-mail: [tsilverstein@ffmp.ca](mailto:tsilverstein@ffmp.ca)



**Fishman Flanz Meland Paquin LLP**

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On Thu, Jul 20, 2023 at 10:45 AM Wiffen, Bradley <[bwiffen@goodmans.ca](mailto:bwiffen@goodmans.ca)> wrote:

Dear Tina,

In response to your email below, attached are copies of the following credit, guarantee and security documents relating to the first lien debt (which is the debt being credit bid under the proposed transaction), which documents are described in the affidavit of Daniel Vas sworn August 17, 2022 in connection with the commencement of the Part IV recognition proceedings:

1. Amendment and Restatement Agreement dated March 25, 2021
2. Subsidiary Guaranty dated April 27, 2017
3. Acknowledgment and Confirmation dated March 25, 2021
4. 6.125% Senior Secured Notes Indenture dated March 25, 2021
5. 7.500% Senior Secured Notes Indenture dated March 28, 2019
6. 5.875% Senior Secured Notes Indenture dated April 27, 2017
7. Collateral Trust Agreement dated April 27, 2017
8. Canadian Pledge and Security Agreement dated April 27, 2017

9. Deed of Hypothec dated April 26, 2017
10. Confirmatory Grant of Security Interest in Trademarks dated April 27, 2017
11. Confirmatory Grant of Security Interest in Patents dated April 27, 2017

We are providing these documents on the basis that you will not provide or disclose them to any person that is not a member of your law firm without our prior written consent.

In regards to your request for market share information for the period 1995 to August 2022, that information is not available (including because Paladin was only acquired by Endo in 2014) and Endo is not prepared to incur the significant time and expense that would be required to obtain it.

Kind regards,  
Brad Wiffen

**Bradley Wiffen**

Goodmans LLP

416.597.4208

[bwiffen@goodmans.ca](mailto:bwiffen@goodmans.ca)

**From:** Tina Silverstein <[tsilverstein@ffmp.ca](mailto:tsilverstein@ffmp.ca)>  
**Date:** July 18, 2023 at 12:04:51 PM EDT  
**To:** "Chadwick, Robert" <[rchadwick@goodmans.ca](mailto:rchadwick@goodmans.ca)>  
**Cc:** Avram Fishman <[afishman@ffmp.ca](mailto:afishman@ffmp.ca)>, Mark Meland <[mmeland@ffmp.ca](mailto:mmeland@ffmp.ca)>, Joshua Foster <[FosterJ@bennettjones.com](mailto:FosterJ@bennettjones.com)>, Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** 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. - CV-22-00685631-00CL

Dear Robert,

We have reached out to the Information Officer in order to obtain additional information regarding the claims filed by Canadians in the Chapter 11 Proceedings of Endo International plc and its affiliates, and we have also had a discussion with counsel to the Official Committee of Opioid Claimants, Arik Preis, as per your suggestion.

It is clear to us that there is still additional work to be done in respect of assuring that the interests of the Canadian creditors of the Canadian debtors are being appropriately considered in this process and we trust that Paladin will cooperate in providing us with additional information in order for us to properly assess the situation.

To this end, please provide us with copies of the guarantees, deeds of hypothec and security agreements provided by the Canadian debtors to secure the obligations of Endo International plc and its affiliates, as well as copies of all credit agreements in respect of which such guarantees, hypothecs and security agreements were provided.

In addition, please provide us with information concerning Paladin's market share of the prescription opioid market in Canada and Quebec between 1995 and the date of the commencement of the CCAA foreign recognition proceedings in Canada.

Thank you, and kind regards,

**Tina Silverstein**

Telephone: (514) 932-4100

E-mail: [tsilverstein@ffmp.ca](mailto:tsilverstein@ffmp.ca)



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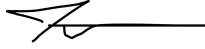
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\*\*\*\*\* Attention \*\*\*\*\*

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**THIS IS EXHIBIT “P”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



---

Commissioner for Taking Affidavits



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*Special Counsel to the Official Committee of Opioid  
Claimants of Endo International plc, et al.*

**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)  
)

**REPLY OF THE OFFICIAL COMMITTEE OF OPIOID  
CLAIMANTS IN SUPPORT OF ENTRY OF THE REVISED PROPOSED ORDER  
(A) APPROVING THE PURCHASE AND SALE AGREEMENT, (B) AUTHORIZING  
THE SALE OF ASSETS, (C) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT  
OF CONTRACTS AND LEASES, AND (D) GRANTING RELATED RELIEF**

---

<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.

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The Official Committee of Opioid Claimants (the “OCC”)<sup>1</sup> appointed in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in possession (collectively, “Endo” or the “Debtors”), by and through its undersigned counsel, hereby files this reply (the “Reply”) in support of the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets and (IV) Granting Related Relief* [ECF No. 728] (the “Motion”) and entry of the *Revised Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief* [ECF No. 2413]<sup>2</sup> and in opposition to various of the objections<sup>3</sup> filed thereto.<sup>4</sup> In support of this Reply,<sup>5</sup> the OCC respectfully states as follows.

### **PRELIMINARY STATEMENT**

1. The opioid epidemic is the single worst man-made public health crisis of our time.

---

<sup>1</sup> The OCC was appointed on September 2, 2022 by the Office of the United States Trustee (the “UST”) as the fiduciary for all holders of claims arising from harm suffered due to the Debtors’ opioid products and practices (collectively, “Opioid Claims,” and the holders of such claims, “Opioid Claimants”) in recognition of the outsized role that the Debtors’ potential opioid liabilities played in the Debtors’ determination to commence the Chapter 11 Cases, and the importance of providing Opioid Claimants with the ability to participate in the Chapter 11 Cases by and through an official committee.

<sup>2</sup> To the extent a revised proposed form of order is filed prior to the Sale hearing, this Reply is in support thereof. In addition, the ancillary documents and the Sale Order were filed under separate docket entries, but this Reply is in support of approval of those documents as well. Therefore, any reference herein to the Sale Order includes such ancillary documents that have been filed under separate docket entries.

<sup>3</sup> All of the objections that have been filed are set forth on Exhibit A hereto (collectively, the “Objections” and the objecting parties, collectively, the “Objectors”). This Reply addresses certain general objections raised to the proposed Sale itself, as well as certain attacks on the OCC Resolution (as defined herein). Specifically, this Reply addresses arguments raised in the Canadian Provinces Objection, Public Schools Objection, Chubb Objection, DOJ Objection and UST Objection.

<sup>4</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion or the *Amended Voluntary Present Private Opioid Claimant Trust Term Sheet* dated July 12, 2023, Ex. B to [ECF No. 2415].

<sup>5</sup> The OCC also supports many of the arguments made by the Debtors, the UCC, and the Ad Hoc First Lien Group in their various replies filed contemporaneously herewith.

More than 600,000 people have died from opioid overdoses in the past two decades,<sup>6</sup> and countless other lives have been devastated by opioid addiction, including the families, friends, co-workers and communities of those suffering from opioid use disorder (“OD”), to say nothing of the impacts on numerous private and public entities. With each passing day, more people are using opioids, developing OD, falling victim to the disease of addiction and dying from opioid overdoses—at the rate of over 120 deaths each day, according to one recent count.<sup>7</sup> The OCC is sensitive to and focused on the harm suffered by every Opioid Claimant—whether they be individuals or entities, public or private, living or dead. The OCC’s sole mandate in the Chapter 11 Cases is to advocate for the interests of Opioid Claimants—*as a whole*—and to do whatever is possible to further the efforts of obtaining compensation for victims and abating the opioid crisis resulting from the harm that these particular Debtors have allegedly caused. The OCC has taken this role seriously, and believes it has accomplished much in its efforts to reach its goal—not only increasing the value offered to Opioid Claimants generally, but also focusing on a myriad of non-economic issues important to Opioid Claimants that have arisen in these cases.

2. Endo is alleged to bear a large part of the responsibility for perpetuating the opioid crisis. Indeed, the Debtors’ alleged prepetition misconduct with respect to the sale and marketing of its opioid products and the lengths to which Endo appears to have gone to protect its profits demonstrate greed and willful blindness at a level on par with the worst opioid defendants.<sup>8</sup>

---

<sup>6</sup> *VSRR Provisional Drug Overdose Death Counts*, CDC, accessible at <https://data.cdc.gov/NCHS/VSRR-Provisional-Drug-Overdose-Death-Counts/xkb8-kh2a> (last updated Apr. 13, 2022).

<sup>7</sup> National Center for Health Statistics, *U.S. Overdose Deaths in 2021 Increased Half as Much as in 2020—But Are Still Up 15%* (May 11, 2022), [https://www.cdc.gov/nchs/pressroom/nchs\\_press\\_releases/2022/202205.htm](https://www.cdc.gov/nchs/pressroom/nchs_press_releases/2022/202205.htm).

<sup>8</sup> *See, e.g. State of Oregon ex rel. Rosenblum v. Endo Health Solutions*, No. 21-cv-43773 (Oregon Cir. Ct. Multnomah Cnty. June 9, 2022), First. Am. Compl. ¶¶ 12–17, 30–155 (“Specifically, Endo, among others things, promoted Opana ER as having lower potential for abuse despite knowing that such claims were false. Endo also targeted continued users of opioids while at the same time implementing a marketing campaign aimed at spreading the false message that most patients who take prescribed opioids for long periods of time do not become addicted. . . . Endo has also engaged in a concerted effort to cover-up its illegal conduct.”). *See also Barry Staubus v. Purdue Pharma, L.P., et al.*, No. C-41916 at 44 (Tenn. Cir. Ct. Sullivan Cnty Feb. 15, 2018) Sec. Am. Compl. ¶¶ 116–17 (“Purdue, Mallinckrodt and

Between 2006 and 2014, on an annual basis, the Debtors manufactured approximately 9-16% of all opioids sold in the United States (measured by morphine milligram equivalents (“MME”),<sup>9</sup> generating billions of dollars for their stakeholders. The Debtors’ manufacture of these products, their sales practices and other conduct related to their opioid business led to certain Debtors being named as defendants in over 3,500 lawsuits brought by various public and private opioid plaintiffs.

3. After significant work, described herein and in the Atkinson Declaration,<sup>10</sup> the OCC reached comfort that the Sale—together with certain assurances from the Purchaser (as defined herein) regarding its intent after acquiring the Debtors’ assets—was the best way now available to meet the OCC’s goals, and to ensure that funds reach public and private Opioid Claimants as quickly as possible.<sup>11</sup> Accordingly, the OCC determined to support the Sale and the various resolutions reached in mediation with the Ad Hoc First Lien Group by the OCC and the Official Committee of Unsecured Creditors (the “UCC” and together with the OCC, the “Committees”).

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Endo’s promotion of opioids gave rise to and fueled the illegal drug market that existing in the Opioid Epidemic Affected Counties . . . . Each company’s representations regarding the risks of opioids and actions taken to push opioids through aggressive marketing of their collective message contributed to the market for both illegally prescribed opioids and for diverted opioids. . . . Purdue, Mallinckrodt, and Endo made these choices knowing and expecting that by doing so, the opioids market would continue to expand and continue to create more opioids addicts dependent on the illegal diversion of their products.”). *See, e.g., In re Opioid Litigation*, Index No. 400000/2017 (NY Sup. Ct. Suffolk County), filed on Aug. 1, 2021, Memorandum of Law (NYSCEF Doc No. 8241) (“[W]hen an Endo sales representative saw a ‘lot of drug abusers and crack-heads’ during their first visit soliciting opioid prescriptions at a New York doctor’s office—a ‘scary place’—Endo did not report the incident to the State as required, and instead sent its employee back five more times in eight months . . .”).

<sup>9</sup> *See* Drug Enforcement Agency, Automation of Reports and Consolidated Orders System (ARCOS) database available for download at the Washington Post. (<https://www.washingtonpost.com/national/2019/07/18/how-download-use-dea-pain-pills-database/>) or alternatively the Securities Litigation & Consulting Group ([https://www.slcg.com/search\\_file\\_map.php](https://www.slcg.com/search_file_map.php)). Note that this excludes opioids used in treatment, buprenorphine and methadone.

<sup>10</sup> *Declaration of Michael Atkinson in Support of (1) the Debtors’ Motion for an Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief, and (2) the Proposed Sale Order* [ECF No. 2497] (the “Atkinson Declaration”).

<sup>11</sup> These assurances include consummating the OCC Resolution, as defined herein, as well as the resolution reached with Public Opioid Claimants (the “EC Resolution,” and the committee negotiating on behalf of certain Public Opioid Claimants, the “Endo EC”). Although the OCC Resolution does not involve the Debtors, the OCC requested that it (along with the documentation supporting it) be approved in connection with the Sale. The OCC’s support of the Sale is conditioned on the Purchaser’s agreement to consummate the OCC Resolution and entry of the proposed Sale Order.



4. The OCC acknowledges that the Sale and OCC Resolution (as defined herein) are not perfect. The amount of money being provided by the Purchaser to resolve the OCC's objections and issues in these Chapter 11 Cases will never provide sufficient value to make up for the public health scourge allegedly perpetrated by the Debtors, and as of today certain Opioid Claimants were unfortunately unable to reach resolutions with the Purchaser.<sup>12</sup> Alas, the OCC must balance those imperfections against the plight of all Opioid Claimants, including states, political subdivisions, tribal units, personal injury victims, NAS babies, hospitals, third-party payors, emergency room physicians, and others who have been harmed by the Debtors' products. The OCC has been steadfast in its goal to provide Opioid Claimants with the opportunity to receive material cash in a meaningful timeframe—an objective made all the more important given the recent widely-reported news about the *Purdue* and *Mallinckrodt* bankruptcies.<sup>13</sup> The various resolutions reached on behalf of Opioid Claimants in these cases will provide the opportunity for almost \$600 million in funding for critical abatement efforts and aid desperately needed by individual victims to help them begin rebuilding their lives. While Opioid Claimants would certainly have preferred more consideration, and the OCC would prefer that resolutions be reached with the Public Schools, the Canadian Provinces and the United States, the OCC Resolution gives Opioid Claimants the benefit of certain, immediate value and, with the EC Resolution, provides a better outcome for all Opioid Claimants than any available alternative.<sup>14</sup> And with those guiding principles in mind, the OCC views entry of the proposed Sale Order as in the best interests of

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<sup>12</sup> The OCC continues to do whatever it can to foster resolutions with these parties.

<sup>13</sup> At this point it is almost exclusively the United States and the UST stand in the way of implementing a \$7 billion resolution of the *Purdue* bankruptcy that would provide close to \$1.5 billion for private opioid claimants and potentially \$6 billion for opioid abatement.

<sup>14</sup> Importantly, there are spillover effects from consideration being offered to one category of Opioid Claimants that can benefit other Opioid Claimants. For instance, if consideration is available for NAS children, then schools will benefit. Similarly, if consideration is available for Canadian personal injury victims, then their communities will benefit and so on and so forth.

Opioid Claimants taken as a whole.

5. The Objectors spill gallons of ink across reams of paper attacking the Sale and the various resolutions that were negotiated in connection therewith. But the Objections do not and cannot disrupt a fundamental conclusion: the Sale, and the various trusts to be established by the Purchaser, represent the best available outcome for Opioid Claimants, taken as a whole. The Objectors would have this Court believe instead that the Sale was the result of an attempt by the Committees to appropriate value for certain unsecured creditors to the detriment of others in a way that could not be done through a chapter 11 plan. Aside from these allegations being untrue, the Sale does not constitute a *sub rosa* plan. The Stalking Horse Bidder is credit bidding for substantially all of the Debtors' assets, and paying cash for certain other assets. The proceeds of the Sale will become property of the Debtors' estates. The acquired assets will become property of the Purchaser to do with what it wishes—and the Purchaser wishes to settle numerous potential and actual objections in connection with the Sale and related bidding procedures, as well as motions seeking standing to pursue claims and causes of action (which claims and causes of action the Purchaser wishes to buy) by using certain of the assets it will acquire to establish various trusts, and seeding such trusts with cash that will provide the option of value for Opioid Claimants in exchange for their agreement to such settlements and the provision of valuable releases.

6. The United States and the UST also allege that the OCC violated its fiduciary duties by settling its objections and motions without providing the United States (and the Public Schools and the Canadian Provinces) any recovery. This is as wrong as it is offensive.<sup>15</sup> The OCC takes extremely seriously its duties to Opioid Claimants. Throughout these Chapter 11 Cases, the OCC

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<sup>15</sup> Frustratingly, the United States attempts simultaneously to stake out multiple positions within the Chapter 11 Cases, arguing in one place that it is an Opioid Claimant treated poorly by being omitted from recovery from the EC and OCC Resolutions, and in other places that it is a priority creditor and a general unsecured creditor and thus attacking the entire Sale and all of the various resolutions and settlements contained therein.

has worked at every turn to obtain the greatest possible value for Opioid Claimants and to make that value available to the greatest number of Opioid Claimants as soon as possible. The OCC has consistently sought to do whatever it can for all Opioid Claimants within the bounds of what is fair and reasonable, and consistent with previous opioid chapter 11 cases, all of which are tied together by certain basic principles.<sup>16</sup> For instance, no money—and no relief this or any Court has the power to order—will repair the damage done by opioid products; the OCC can only do what limited work it can accomplish within its limited mandate; and the OCC is not obligated to waste its precious time or resources taking up the cause of any unreasonable Opioid Claimant at the expense of Opioid Claimants taken as a whole.<sup>17</sup>

7. Ultimately, the Objections should be overruled for numerous reasons, as set forth in greater detail below, and the Motion granted. First, the Sale, including the OCC Resolution, is manifestly in the best interests of Opioid Claimants taken as a whole and represents an outcome vastly superior to any other currently achievable alternative in these Chapter 11 Cases. Second, despite the Objectors straining to argue to the contrary, the Sale is a sale and not a plan. The Sale does not dictate the terms of a future plan, the Sale does not restructure the rights of creditors, and the Sale does not impose releases of the Debtors or third parties. Third, there is no reason that the OCC Resolution needs to be raised in a separate motion under Bankruptcy Rule 9019. Finally, the

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<sup>16</sup> Atkinson Declaration ¶ 49-72.

<sup>17</sup> To be clear, the OCC has still pushed for the United States (and the Public Schools and Canadian Provinces) to receive consideration, *see* Atkinson Declaration ¶71, a fact that neither the United States nor the UST mentioned or inquired about before making the allegations in their respective Objections. Indeed, the OCC envisioned that the Ad Hoc First Lien Group would settle with additional constituencies, such as the United States and other Public Opioid Claimants. *See* OCC Resolution at 10 (“Nothing in this VOTS limits the ability of the Debtors or the Required Consenting Global First Lien Creditors to reach agreements and/or resolutions with non-PPOCs that do not impair, affect, or otherwise modify the terms set forth herein or that would otherwise affect PPOCs; *provided that* the Ad Hoc First Lien Group shall engage in good faith consultation with the OCC, with regard to any proposed resolutions among the Ad Hoc First Lien Group and other case parties who hold, may hold, or purport to hold opioid claims (both present and/or future); *provided, further*, that any such proposed resolutions that adversely affects PPOCs shall be in form and substance acceptable to the OCC.”).

OCC has at all times fulfilled its fiduciary duties notwithstanding arguments to the contrary. The OCC's obligation, as a fiduciary for Opioid Claimants was to maximize value for Opioid Claimants *as a whole* and not for any particular Opioid Claimant(s), and then to ensure that any allocation of that value was fair and reasonable. The OCC has more than fulfilled this role, and views the Sale—*and every aspect of the Sale Order*—as in the best interests of all Opioid Claimants.

### **REPLY**

#### **I. The OCC's Investigation and Actions in the Chapter 11 Cases Led to the OCC Resolution and Stipulation.**

8. Prior to the commencement of the Chapter 11 Cases, the Debtors and the Ad Hoc First Lien Group entered into a restructuring support agreement,<sup>18</sup> which contemplated that all *private* Opioid Claimants would have the right to participate in a trust that provided up to \$85 million<sup>19</sup> that was not to be paid until ten years after the Closing Date (as defined in the Original RSA), and which, therefore, had a present value of about \$27.4 million as of the closing based on the 12% prepayment discount rate proposed by the Original Voluntary Opioid Term Sheet.<sup>20</sup> On a proportional basis, when compared to the offer to Public Opioid Claimants, this offer was far less than Private Opioid Claimants had received (or are proposed to receive) in other opioid bankruptcy cases.<sup>21</sup> In addition, on the first day of the Chapter 11 Cases, the Debtors announced their “inten[t] to file a motion seeking Court approval to launch their 363 Sale process as embodied in the RSA.” First Day Declaration, ¶ 89. On November 23, 2022 the Debtors filed a motion to

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<sup>18</sup> *Restructuring Support Agreement*, dated August 17, 2022 [ECF No. 20, Ex. 1] (the “Original RSA” and, as amended March 24, 2023, the “RSA”).

<sup>19</sup> The right to participate in the private opioid trust was only granted under certain circumstances and was not provided on the same terms as the amounts to be provided to Public Opioid Claimants under the trust to be established for their benefit. *See Voluntary Opioid Term Sheet*, dated August 17, 2022 (the “Original Voluntary Opioid Term Sheet”), Ex. E to *Restructuring Term Sheet* [Original RSA Ex. A] (the “Restructuring Term Sheet”).

<sup>20</sup> Atkinson Decl. ¶ 12, n.8.

<sup>21</sup> *See* Atkinson Decl. ¶¶ 35–36.

authorize a sale under section 363 of the Bankruptcy Code.<sup>22</sup>

9. On October 27, 2022, the Court entered the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [ECF No. 535] (the “Cash Collateral Order”). Under the Cash Collateral Order, the Debtors entered into numerous stipulations regarding the validity, enforceability and perfection of the liens and claims of the Prepetition Secured Parties (as defined in the Joint Standing Motion). The Debtors also waived all causes of action in connection with the Prepetition Secured Parties’ liens on the collateral.

10. These stipulations and waivers were binding on the Debtors and would become binding on all parties in interest, including the Committees, unless objected to by the deadline set forth in the Cash Collateral Order. Cash Collateral Order ¶ 19(a). More specifically, the Cash Collateral Order provided that the stipulations would be binding on all other parties in interest, including the Committees 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 . . . 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.” *Id.*<sup>23</sup>

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<sup>22</sup> *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets and (IV) Granting Related Relief* [ECF No. 728] (the “Sale Motion”). On July 7, 2023 the Debtors filed their proposed form of order approving the Sale, along with various ancillary exhibits, including the trust distribution procedures and trust agreements for the PPOC Trust and certain voluntary sub-trusts (the “PPOC Sub-Trusts”). See *Notice of Filing of Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief* [ECF No. 2383]; *Notice of Filing of Exhibits to the Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases and (D) Granting Related Relief* [ECF No. 2384]. On July 13, 2023, the Debtors filed a revised proposed form of order approving the sale [ECF No. 2413] (the “Sale Order”). An entity formed by the Ad Hoc First Lien Group was selected to serve as stalking horse bidder (the “Stalking Horse Bidder” and subsequent to closing, the “Purchaser”).

<sup>23</sup>The parties subsequently agreed on January 13, 2023 to extend this deadline to January 23, 2023.

11. Even before the entry of the Cash Collateral Order, the OCC, jointly with the UCC, had commenced an investigation into the existence and scope of liens on the Debtors' property and potentially avoidable transactions involving the Debtors, their management, and the Prepetition Secured Parties (as defined in the Joint Standing Motion). In connection with the investigation, the OCC and the UCC (i) served targeted discovery requests on the Debtors, (ii) entered into Rule 2004 stipulations with the Debtors providing the OCC and the UCC with, among other things, certain specified rights to seek discovery from the Debtors [ECF Nos. 917, 1003], (iii) reviewed well over 6 million pages of documents, and (iv) conducted a number of interviews with the Debtors' professionals on a wide range of topics. The OCC's advisors also conducted extensive diligence regarding the Debtors' insurance assets, and, in particular, the Debtors' access to products liability insurance for causes of action related to their manufacture, marketing, and sale of opioid products. As part of its diligence, the OCC also considered the strengths and weaknesses of potential claims against such insurance, as well as potential estate causes of action relating to such insurance. Overall, the OCC's investigation uncovered potentially valuable claims, including challenges to the Prepetition Secured Parties' liens and claims, as well as certain potential fraudulent and/or preferential transactions involving the Debtors, the Prepetition Secured Parties and/or others.<sup>24</sup>

12. On January 23, 2023, the OCC and UCC filed a joint motion seeking (i) standing to commence and prosecute certain claims on behalf of the Debtors' estates and (ii) settlement authority with respect to such claims.<sup>25</sup> In addition to the matters set forth in the motion and the four draft complaints that were attached to the motion, the OCC also investigated and, at the time

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<sup>24</sup> Joint Standing Motion ¶¶ 24-30.

<sup>25</sup> *Motion of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants for (I) Entry of an Order Granting Leave, Standing, and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors and (II) Settlement Authority in Respect of Such Claims* [ECF No. 1243] (the "Joint Standing Motion").

mediation commenced, was preparing pleadings to seek authority to prosecute additional claims and causes of action, including claims and causes of action against certain third parties. In light of the successful mediation, discussed in greater detail *infra*, no hearing was held on the Joint Standing Motion, which is currently held in abeyance, and neither the OCC nor the UCC has been granted standing to pursue any claims or causes of action. The challenge period has long passed for any and all other parties.

13. Separately, and in addition to the investigation discussed above, the OCC also took steps to object to actions taken by the Debtors and the Ad Hoc First Lien Group. For example, the OCC objected to the Sale Motion on January 6, 2023, arguing that the Debtors' proposed bidding procedures should have been modified to ensure a sale process that maximized value to Opioid Claimants.<sup>26</sup> The OCC also objected to a request by the Debtors to extend their exclusive periods for filing and soliciting votes on a potential chapter 11 plan, arguing that all parties in interest, including the OCC, should be permitted time to continue ongoing discussions regarding potential alternative paths to the extent those alternatives paths could be demonstrated to maximize recoveries for Opioid Claimants and obtain superior creditor support.<sup>27</sup>

14. On January 27, 2023, shortly after the Joint Standing Motion was filed, the Court ordered that certain parties (the "Mediation Parties") commence mediation to determine whether a resolution to various issues pertaining to the Sale could be reached. The Court appointed Judge Shelley C. Chapman (Ret.) as mediator.<sup>28</sup> The Mediation Parties consisted of (i) the Debtors, (ii) the Ad Hoc First Lien Group, (iii) the Ad Hoc Cross-Holder Group, (iv) the Non-RSA 1Ls,

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<sup>26</sup> *Objection of the Official Committee of Opioid Claimants to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [ECF No. 1145].

<sup>27</sup> *Limited Objection of the Official Committee of Opioid Claimants of Endo International plc, et al, to the Motion of Debtors for an Order Pursuant to Bankruptcy Code Section 1121(d) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* [ECF No. 1181].

<sup>28</sup> *See Stipulation and Order (A) Granting Mediation and (B) Referring Matters to Mediation* [ECF No. 1257].

(v) the UCC, (vi) the OCC, (vii) the future claimants' representative (the "FCR"), (viii) the Endo EC, and (ix) the United States of America.<sup>29</sup> Subsequently, the Public Schools and the UST also joined as Mediation Parties.

15. Prior to the commencement of mediation, the OCC had been engaged in negotiations with the Ad Hoc First Lien Group regarding a resolution of the OCC's myriad issues and potential objections. Following multiple rounds of negotiations, including during mediation, the OCC ultimately reached an agreement in principle with the Ad Hoc First Lien Group to resolve issues between the OCC and the Ad Hoc First Lien Group, which agreement was subsequently reflected in the *Voluntary Present Private Opioid Claimant Trust Term Sheet* (as amended, the "OCC Resolution").<sup>30</sup>

16. The OCC Resolution reflected an agreement between the OCC and the Ad Hoc First Lien Group for substantially increased consideration (almost four times as much value as was offered at the outset of these cases) to be offered to PPOCs by the Stalking Horse Bidder, after consummation of the Sale, paid within no more than two years of closing, in exchange for (i) the OCC's agreement to suspend the prosecution of the OCC's objections and the challenges in the Joint Standing Motion, as well as hold in abeyance investigations into additional causes of action that could have brought value to Opioid Claimants, and (ii) the receipt from those PPOCs that decide to opt into the PPOC Trust of releases being provided to, *inter alia*, the Ad Hoc First Lien Group itself and certain of the Debtors' officers and directors. No PPOC is obligated to opt into the PPOC Trust (and therefore provide the releases), but if they choose to do so, they can expect

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<sup>29</sup> See *id.*

<sup>30</sup> The Voluntary Present Private Opioid Claimant Trust Term Sheet was subsequently amended in Exhibit B to the *Notice of Filing of Stalking Horse Bidder-FCR Term Sheet and Amended OCC Resolution Term Sheet* [ECF No. 2415]. Among those amendments was the seemingly obvious clarification that the Present **Private** Opioid Claimant Trust was only for present **private** Opioid Claimants. To be clear, all domestic and foreign (not just U.S. and Canadian) **Private** Opioid Claimants are entitled to participate in the Present **Private** Opioid Claimant Trust.



to receive (so long as they meet the criteria in the relevant trust distribution procedures) an allocation of the PPOC Trust funding available to their respective sub-group of Private Opioid Claimants that is proportionally comparable (taking into consideration the relative size of, and secured debt in, the other opioid cases) to what their respective sub-group of Private Opioid Claimants received or are proposed to receive in *Purdue* and *Mallinckrodt*.<sup>31</sup> None of the consideration provided to PPOCs from the trusts will be received from the Debtors on account of the PPOCs' opioid-related claims, as the Debtors are not providing any consideration nor are they parties to the resolution. Rather, the OCC Resolution, and the PPOC Trust established pursuant thereto, was agreed to in exchange for the settlement of the Joint Standing Motion (as well as the OCC's agreement not to seek to bring additional causes of action) and the various objections to the Sale and bidding procedures asserted by the OCC, with consideration to be available to Opioid Claimants from the PPOC Trust only in return for their execution of certain voluntary releases in a form bargained for by the Ad Hoc First Lien Group.

17. More specifically, the OCC Resolution provides for the establishment of a PPOC Trust to be funded by the Purchaser with cash consideration in the aggregate amount of \$119,700,000, which will be funded in three installments with the first installment due upon the closing of the Sale and the final installment due on the second anniversary of the Sale closing. In the event the Purchaser elects to prefund the PPOC Trust in advance of the second anniversary of the Sale closing, the OCC Resolution contemplates certain reduced funding amounts in exchange for such early funding. The PPOC Trust will include PPOC Sub-Trusts for certain categories of Private Opioid Claimants: (i) personal injury claimants, (ii) NAS personal injury claimants, (iii) third party payors, (iv) independent emergency room physicians and (v) hospitals—in each case

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<sup>31</sup> Atkinson Decl. ¶ 26.

available to both domestic and foreign claimants, including Canadian claimants. Each PPOC Sub-Trust will be governed by a separate trust agreement and trust distribution procedures which will govern distributions from the applicable PPOC Sub-Trust. Private Opioid Claimants will be given the opportunity to opt into participating in their applicable PPOC Sub-Trust and, in order to receive their allocable share of the applicable PPOC Sub-Trust funding, will be required to execute a release, which release will include a release of claims against the Purchaser and certain third parties, including the Debtors' officers (who will become officers of the Purchaser). Private Opioid Claimants electing not to participate in their applicable PPOC Sub-Trust will not be providing (and are not required to provide) any such releases.<sup>32</sup>

18. The OCC Resolution, including the agreements to suspend prosecution of the Joint Standing Motion and objections to the Sale and other case matters, was and remains contingent on the Stalking Horse Bidder ultimately becoming the Purchaser, and the OCC's commitments are only effective during the "Committee Support Period"<sup>33</sup> as defined in the *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motions and Related Matters* [ECF No. 1505] (the "Stipulation"). Importantly, the OCC has **not** settled any of the underlying potential claims or causes of action contained in the complaints attached to the Joint Standing Motion. Additionally, the OCC Resolution and Stipulation contain clear agreements by the Debtors and the Ad Hoc First Lien Group **not** to settle any of the potential claims or causes of action or to transfer or sell those causes of action to any party other than the Stalking Horse

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<sup>32</sup> *Id.*

<sup>33</sup> The "Committee Support Period" set forth in the Stipulation is the period during which the OCC is obligated to support the sale to the Stalking Horse Bidder, including through holding in abeyance the Joint Standing Motion, and commenced on the date of the Stipulation. The Committee Standing Period will terminate on the date "on which one or both of the Committees exercises its or their right to terminate th[e] Stipulation . . . following the occurrence of an applicable Termination Event."

Bidder.<sup>34</sup> Only upon consummation of the Sale, when those claims and causes of action will be acquired by the Stalking Horse Bidder, will those claims and causes of action be removed from the Debtors' estates. Until that time, and in the event the Sale is not consummated, the Committees have retained the right to pursue standing to bring the causes of action set forth in the Joint Standing Motion or any of the other Additional Standing Claims (as defined in the Stipulation) or any other claims that the OCC may determine are in the best interests of Opioid Claimants to pursue.<sup>35</sup>

## **II. The Sale, Including the OCC Resolution, Is Fair and Equitable to Opioid Claimants.**

19. The Sale, including all of its component parts, is manifestly in the best interests of Opioid Claimants taken as a whole. The resolutions reached between the OCC, the Endo EC, the FCR, and the Ad Hoc First Lien Group represent a superior outcome for Opioid Claimants to any other currently achievable alternative in these cases. It is for this reason that the OCC agreed to support the Sale.

20. When it was negotiating the OCC Resolution, the OCC made the determination that certainty of cash in the near term was more important than the receipt of more speculative, non-cash and contingent assets, such as the rights to seek recovery from the Debtors' insurance assets or prosecute causes of action against third parties.<sup>36</sup> The OCC Resolution also reduces the risk of substantial delays in payments to private opioid claimants that have occurred in other opioid cases.<sup>37</sup> Finally, by negotiating for cash payments in the near term, in lieu of the right to prosecute causes of action or pursue insurance assets, the OCC Resolution avoids the significant costs and delays associated with pursuit of these types of assets that has been experienced in other opioid bankruptcy cases. Absent the OCC Resolution, the OCC would have objected to the Sale Motion,

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<sup>34</sup> Stipulation at ¶ 8.

<sup>35</sup> *Id.* at ¶ 13.

<sup>36</sup> Atkinson Decl. ¶ 28.

<sup>37</sup> *Id.* at ¶ 29.

resulting in lengthy and costly litigation that could have been value-destructive for Opioid Claimants. For all of these reasons, the OCC determined that the value available through the OCC Resolution, including by helping to increase the certainty of consummation of the EC Resolution, currently reflects the best outcome for Opioid Claimants taken as a whole.

21. The OCC acknowledges that there are public Opioid Claimant groups whose members are not eligible to participate in either the Public Opioid Trust or the PPOC Trust.<sup>38</sup> The OCC, in an effort to provide the best possible outcome for all Opioid Claimants taken as a whole, made concerted efforts during these cases, informed by the events and outcomes in the prior opioid bankruptcies, to try and avoid this outcome, and continues to do so.<sup>39</sup>

22. A more detailed summary of the OCC's efforts on behalf of all Opioid Claimants can be found in the Atkinson Declaration, but a few of the more salient points are set forth below:

- The OCC Resolution was negotiated based on the premise that such consideration would only be offered to Private Opioid Claimants, given, among other things, the previously announced terms of the EC Resolution and the participation of the United States in the mediation. The OCC could not, and would not, have agreed to the amount of the OCC Resolution otherwise, because this amount is based on analysis of previous opioid case allocations.
- The OCC's determination not to negotiate on behalf of the Public Schools,<sup>40</sup> the Canadian Provinces<sup>41</sup> or the United States is consistent with the practice that has been followed in all previous opioid chapter 11 cases, and the outcomes obtained

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<sup>38</sup> The decision to limit participation in the PPOC Trust Consideration provided by the Purchaser pursuant to the OCC Resolution was necessitated by the quantum of value available, which, as explained in the Atkinson Declaration, was based on consideration provided to Private Opioid Claimants in previous cases. The OCC included provisions in the OCC Resolution that envisioned future resolutions being reached that would be additive to the OCC Resolution. *See OCC Resolution* at 10. Participation in the Public Opioid Trust was determined by the Endo EC, without consultation with the OCC.

<sup>39</sup> Atkinson Decl. at ¶¶ 49-72.

<sup>40</sup> Unsurprisingly, the **Public** Schools have never conveyed to the OCC that they should be considered PPOCs or share in the PPOC Trust.

<sup>41</sup> It should be noted that at the time the OCC entered into the agreement in principle with the Ad Hoc First Lien Group that led to the OCC Resolution, the Canadian Provinces would have constituted Public Opioid Claimants for purposes of participation in the Public Opioid Trust under the defined terms of the prepetition term sheet establishing that trust, which was only later amended by the EC to exclude entities other than States and Territories. And, as noted earlier, no distinction is made under the OCC Resolution between Private Opioid Claimants in the two countries, with such claimants being given the ability to participate in the PPOC Trust through their applicable PPOC Sub-Trust on the same terms and conditions as United States citizens and entities.

therein.<sup>42</sup>

- The OCC has spent substantial time and effort in these Chapter 11 Cases talking to numerous parties about reaching resolution with the Public Schools, Canadian Provinces and United States.<sup>43</sup> The OCC will continue to do so.

### III. The Sale Is Not a Plan *Sub Rosa*.

23. Many of the Objections<sup>44</sup> raise the specter of the “*sub rosa* plan” doctrine, which holds that certain transactions may not be permitted if they (i) dictate the terms of a future reorganization plan, (ii) restructure the rights of creditors, and (iii) require parties to release all claims against the debtor and third parties.<sup>45</sup> Despite the Objectors’ straining to establish the existence of these factors—and the reams of paper dedicated to describing other facts not relevant to the Court’s consideration of these factors—the Sale remains a sale, not a plan. Each step proposed to be taken by the Purchaser after the Sale is manifestly nothing more than the Purchaser’s ultimate determination as to what it will do with the assets it intends to purchase out of the Debtors’ estates (and with certain liabilities it is taking on)—just as it is entitled to do with *any* assets or liabilities it purchases from any source.

24. Layered on top of these arguments are countless vain appeals to the Supreme Court’s decision in *Czyzewski v. Jevic Holding Corp.*, 580 U.S. 451 (2017). That case, however,

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<sup>42</sup> Atkinson Decl. ¶ 49-72.

<sup>43</sup> Despite the Public Schools’ status as *ex officio* members of the OCC, the Public Schools ultimately decided to participate in mediation on their own in a manner similar to how they pursued their interests in previous opioid chapter 11 cases. The OCC advisors have, nonetheless, taken an active role in trying to bridge differences between the Public Schools and the Ad Hoc First Lien Group. Atkinson Decl. ¶ 51-55.

<sup>44</sup> See, e.g., DOJ Obj. ¶¶ 52-93; UST Obj. at 13-25; Chubb Obj. ¶ 55-72; Public Schools Obj. at 12-14.

<sup>45</sup> *In re Gen. Motors Corp.*, 407 B.R. 463, 495 (Bankr. S.D.N.Y. 2009) (“*GMC*”). The Second Circuit, although it has adopted this term, has not found it helpful: “The term ‘*sub rosa*’ is something of a misnomer. It bespeaks a covert or secret activity, whereas secrecy has nothing to do with a § 363 transaction. Transactions blessed by the bankruptcy courts are openly presented, considered, approved, and implemented. *Braniff* seems to have used ‘*sub rosa*’ to describe transactions that treat the requirements of the Bankruptcy Code as something to be evaded or subverted. But even in that sense, the term is unhelpful. ***The sale of assets is permissible under § 363(b); and it is elementary that the more assets sold that way, the less will be left for a plan of reorganization, or for liquidation.*** But the size of the transaction, and the residuum of corporate assets, is, under our precedent, just one consideration for the exercise of discretion by the bankruptcy judge(s) . . .” *In re Chrysler LLC*, 576 F.3d 108, 117 (2d Cir. 2009), *vacated as moot sub nom Indiana State Police Pension Trust v. Chrysler LLC*, 558 U.S. 1087 (2009) (emphasis added).

merely made explicit the more general *sub rosa* doctrine in the context where a Bankruptcy Court purported to act without **any** statutory authority. *Jevic* addressed the creation out of whole cloth by the Bankruptcy Court of a fourth exit to a chapter 11 case beyond liquidation, reorganization or dismissal: the concept of a “structured dismissal” order that would, by judicial fiat, restructure the priority of distributions to creditors.<sup>46</sup> In other words, the Supreme Court held that authority to do something with **estate** assets must come from somewhere, and that no such source of authority existed for the “structured dismissal” of a case. Here, the authority to **sell** estate assets comes from Bankruptcy Code section 363. The Purchaser’s authority to use the purchased assets as it pleases comes from the basic nature of property rights, and their disposition following closing of the Sale does not constitute distribution of estate assets as part of a *sub rosa* plan or otherwise.

25. The cases cited by the Objectors are not to the contrary. They merely acknowledge that where, **unlike here**, a sale order “authorize[s] . . . the direct distribution to creditors **of the consideration paid for those [purchased] assets**”<sup>47</sup>—i.e., of the value that through a transaction became part of a debtor’s estate, a *sub rosa* issue may arise. The reason this matters is obvious: when a debtor exchanges estate assets for new value, it is the new, replacement value that becomes part of the debtor’s estate and subject to the jurisdiction of this Court as part of the bankruptcy *res*.<sup>48</sup>

26. The Bankruptcy Code does not restrict a purchaser’s use of assets that have exited the estate, as multiple decisions from this District approving sales make clear, including two sales financed by the United States itself.<sup>49</sup> In *Chrysler*, Judge Gonzalez recognized the right of

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<sup>46</sup> *Czyzewski v. Jevic Holding Corp.*, 580 U.S. at 456.

<sup>47</sup> UST Obj. at 14 (quoting *In re WestPoint Stevens, Inc.*, 333 B.R. 30, 51 (S.D.N.Y. 2005)).

<sup>48</sup> Outside of this context, for instance, this is why a secured creditor is entitled to liens on the **proceeds** of its collateral when it is sold under a plan, while a purchaser obtains the right to do as it wishes with the assets for which it has paid those proceeds. See 11 U.S.C. § 1129(b)(2)(A)(ii).

<sup>49</sup> See, e.g., *In re Chrysler*, 576 F.3d at 118; *In re GMC*, 407 B.R. at 474–75; see also *In re ICL Holding Co.*, 802 F.3d 547, 555 (3d Cir. 2015).

creditors to enter into “separately-negotiated agreements with New Chrysler” pursuant to which such creditors would receive value from the purchaser (backed with TARP funds) ahead of other creditors with admitted seniority to their claims in the chapter 11 cases.<sup>50</sup> And in *General Motors*, a purchaser *sponsored by the United States itself*<sup>51</sup> agreed to pay classes of creditors using assets the purchaser acquired from the debtors, which the court recognized “d[id] not affect the distribution of the [d]ebtor’s property.”<sup>52</sup> To argue otherwise requires one to adopt the nonsensical terminology offered by the UST, in which the Debtors sell assets for consideration, and then—in the hands of the *Purchaser*—those assets become “sale proceeds” and property of the estate. This turns standard terminology on its head, and would render all property that had ever belonged to a debtor into estate property subject to the supervision of this Court, no matter who owns it thereafter. Further, in cases where Congress wanted to ensure that a debtors’ rights to property extended beyond the estate *res* it did so.<sup>53</sup> Congress’s silence regarding the ability of a good faith purchaser to dispose of its acquired assets as it sees fit is telling.

27. Certain Objectors take a linguistically subtle position on this point, arguing that *Chrysler* and *General Motors* are different because they reflected payment by the purchasers therein for future value to be provided to the purchaser, whereas *this* case concerns distributions “on account of claims against the Debtors.”<sup>54</sup> Neither automaker case, to be clear, relies on this distinction, but putting aside whether the Objectors are right about this argument, an examination of *Chrysler* and *General Motors* makes clear that this case is no different on this point. *General Motors* in particular makes this manifest: in that case, the United States agreed to provide funding

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<sup>50</sup> *In re Chrysler LLC*, 405 B.R. 84, 99 (Bankr. S.D.N.Y. 2009).

<sup>51</sup> *In re GMC*, 407 B.R. at 473.

<sup>52</sup> *Id.* at 474.

<sup>53</sup> *See, e.g.*, 11 U.S.C. § 550.

<sup>54</sup> DOJ Obj. ¶ 69.

for a purchase *on the condition that* the sale incorporate agreements with a variety of entities, including unions and bondholders.<sup>55</sup> As a result, the Treasury-funded purchaser agreed, among other things, to make open offers of employment and provide a new collective bargaining agreement to its unions. As the court there noted, this was on account of the value those entities could provide to the purchaser in the process of operating its newly-acquired business.

28. The situation here is no different. The Purchaser has determined that its viability will be enhanced by: (i) the objections and motions of the OCC being withdrawn and (ii) obtaining the voluntary releases for which it offers claimants consideration—including releases of the officers who will continue running the company after the Sale. As courts in this District have noted twice before with the *support* of the United States, “in negotiating with groups essential to its viability,” a purchaser may provide value as it sees fit.<sup>56</sup> That some of this viability comes from clearing the path to execute the sale—the settlement by the Committees and the FCR of the Joint Standing Motion (which includes the ability of the Purchaser to buy certain causes of action) and various other objections to the Purchaser’s proposal—does not change that the creditors who elect to execute releases will receive payment in exchange for the value those agreements and releases provide to the Purchaser,<sup>57</sup> not in exchange for their prepetition claims.

29. And indeed, the core of the transaction proposed—the sale of the Debtors’ assets to the Purchaser—was contemplated at the beginning of these cases, and notice given to the United

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<sup>55</sup> *In re GMC*, 407 B.R. at 479.

<sup>56</sup> *Id.* at 497 (citing *In re Chrysler LLC*, 405 B.R. at 99).

<sup>57</sup> It is an important component of the PPOC Trust that no Opioid Claimant may receive any consideration from the PPOC Trust without first opting in to the PPOC Trust and then executing a release. The Purchaser bargained for an additional protection on this point: if a critical mass of Opioid Claimants in any particular PPOC Sub-Trust fails to provide such releases, then certain value will revert to the Purchaser—precisely because the Purchaser is obtaining value from these releases for the go-forward business. The OCC does not disagree that when allocating value among similarly situated Opioid Claimants, the relevant trust administrator will evaluate claims based on, for instance and in the case of personal injury victims, their injury and prescription—so long as they provide a release to various third parties that the Purchaser bargained for. But that is *not* the same as receiving consideration *from the Debtor on account of their claims against the Debtor*.



States, even before the formation of the OCC or UCC. That the OCC and UCC have since then extracted concessions from the Purchaser rendering the transaction acceptable to them and satisfying the Purchaser's need for viability<sup>58</sup> does not change the essential nature of the transaction, nor does it render the transaction "like a plan." Addressing the three *GMC* factors makes this clear.

**30. The Sale does not dictate the terms of a future plan.** Certain Objectors argue that the Sale dictates the terms of a future plan because it alters the contents of the Debtors' estates.<sup>59</sup> If accepted, the Objectors' argument for this standard would mean that *any* sale replacing business assets with the consideration obtainable on the market for those assets would be a *sub rosa* plan. And this is not the case—indeed, the loudest Objector of all, the United States, famously served as purchaser in the *GMC* chapter 11 case, replacing those debtors' estates with a pool of cash and shares in the reorganized debtor (along with warrants for such shares).<sup>60</sup> If the standard announced by the Objectors applied, the further analysis that the court conducted of distributions by New GM would have been unnecessary: the sale of a large company would "dictate the terms of a future plan" and would thus have been impermissible.<sup>61</sup> The argument intended by Chubb's bare statement that "[f]ollowing the Closing Date . . . , the Debtors would be unable to propose any plan that is not consistent with the terms of the Sale" is difficult to discern, but if it means that

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<sup>58</sup> It is precisely for this reason that another of the United States' arguments is misplaced. Because the payment offered by the Purchaser is to resolve the objections of the OCC and the Joint Standing Motion and not on account of claims against the Debtors, there is no basis for the Centers for Medicare and Medicaid Services to surcharge personal injury claimants' meager recoveries. See 42 U.S.C. § 1395y(b)(2)(B)(ii); see also Centers for Medicare & Medicaid Services, *2023 Recovery Thresholds for Certain Liability, No-Fault Insurance and Workers' Compensation Settlements, Judgments, Awards or Other Payments* (Dec. 13, 2022), <https://www.cms.gov/files/document/nghp-recovery-thresholds-alert-2023.pdf> (establishing *de minimis* threshold for CMS surcharges).

<sup>59</sup> Canadian Prov. Obj. ¶¶ 38-39; Public Schools Obj. at 12-13; Chubb Obj. at ¶¶ 60-61, 71-72; DOJ Obj. ¶52; UST Obj. at 18-19.

<sup>60</sup> *In re GMC*, 407 B.R. at 482.

<sup>61</sup> *Cf. In re Trans World Airlines, Inc.*, No. 01-00056 (PJW), 2001 WL 1820326, at \*12 (Bankr. D. Del. Apr. 2, 2001) ("It is true, of course, that TWA is converting . . . assets into cash. It may also be true that the value generated is not enough for a dividend to certain groups of unsecured creditors. It does not follow, however, that the sale itself dictates the terms of TWA's future chapter 11 plan.")

the estate will contain different assets following the Sale it likewise would render *any* asset sale of significant scale impermissible.<sup>62</sup> And as discussed previously, giving creditors the *opportunity* to waive their claims against the Debtors (thus simplifying the process of any future plan) does not “dictate the terms” of such plan, any more than would the sale or waiver of a trade claim in another setting.<sup>63</sup>

31. Indeed, the case of *In re LATAM Airlines Group S.A.*, where this court denied approval of proposed debtor-in-possession financing on the grounds that the proposed financing constituted a *sub rosa* plan, is illustrative.<sup>64</sup> In *LATAM*, one tranche of the proposed financing included two key provisions: (i) at the company’s option, the company could repay the particular financing tranche in equity of the reorganized company at a 20% discount to eventual plan value; and (ii) it would be an event of default under the financing if the company proposed a plan that did not constitute a “Company Approved Reorganization Plan” meeting certain specified criteria.<sup>65</sup> This Court found that a determination at the early stages of the case that the debtors were free to allocate reorganized equity to their shareholders was relevant to the estate’s economic interest and to the rights of estate creditors under the plan process. Unlike in *LATAM*, neither mandatory findings regarding the permissibility of a particular plan structure nor the requirement to seek such a structure is present here—the only way in which the Sale could affect a future plan process is by altering the contents of the Debtors’ estates, as is clearly authorized under the Bankruptcy Code.

32. In *LATAM*, this court also found it compelling that the financing was being

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<sup>62</sup> Separately, it is ironic that Chubb appears to be asserting the general interests of those claimants whose injuries it would be obligated to compensate.

<sup>63</sup> The Canadian Provinces make much of the fact that “certain opioid claimants who are eligible to participate in the trusts—and elect to participate—will have their claims forever released and discharged, while [others] will still need to have their claims addressed.” Canadian Prov. Obj. ¶ 39. If this fact automatically made the Sale a *sub rosa* plan, then any transfer of a claim (by releasing the transferor’s bankruptcy rights) would likewise “dictate the terms of a future plan” by altering the voting population and thus would also be a plan *sub rosa*.

<sup>64</sup> *In re LATAM Airlines Grp. S.A.*, 620 B.R. 722 (Bankr. S.D.N.Y. 2020) (“*LATAM*”).

<sup>65</sup> *Id.* at 758-60.

provided by shareholders who would be receiving consideration solely by reason of their status as shareholders. Again, as noted earlier, Opioid Claimants here are not receiving a distribution on account of their specific claims. Finally, nothing in the Sale or Sale Order dictates that the Debtors can only put forth a plan that satisfies certain terms. The Debtors will retain the full right to dispose of their remaining assets, and address any claims, including of Opioid Claimants who elect to opt out of the PPOC Trust, in whatever manner the Debtors see fit, consistent with the Bankruptcy Code.

**33. The Sale does not restructure the rights of creditors.** The sole nod to this factor by an Objector is the assertion by the United States that the sale “continues the same business with prior debtholders transmogrified into shareholders in an effort to recover their original debt investment—a classic restructuring.”<sup>66</sup> A similar argument was made and rejected in *Chrysler*.<sup>67</sup> In any event, the use of the word “restructuring,” even when preceded by “classic,” does not make it so. The “transmogrification” to which the United States refers, turning from a creditor to an owner, is precisely what would be accomplished by state-law foreclosure on the equity that serves as collateral for the Purchaser’s *secured* debt. Indeed, upon the closing of the Sale, all creditors will retain whatever rights related to potential opioid causes of action they had against the Debtors’ estates immediately prior to the Sale. Only subsequently will the creditors in certain constituencies be offered the opportunity to participate in trusts to be established and funded by the Purchaser in exchange for granting certain releases. Any creditor Opioid Claimant that elects not to participate in its respective trust will retain whatever rights and claims it may

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<sup>66</sup> DOJ Obj. ¶ 53.

<sup>67</sup> See *Chrysler*, 576 F.3d at 113 (objectors argued that “upon consummation, new Chrysler will be old Chrysler in essentially every respect. It will be called Chrysler. It employees, including most management, will be retained. It will manufacture and sell Chrysler and Dodge cars and minivans, Jeeps and Dodge Trucks. The real substance of the transaction is the underlying reorganization it implements.”).

currently have against the Debtors (and other third parties) and will be free to pursue those claims against the Debtors and their estates.

34. **The Sale does not require releases of the Debtors or third parties.** As discussed in greater detail in Section IV *infra*, the Sale Order does not include an injunction broader than that needed to implement the proposed Sale structure “free and clear” under Bankruptcy Code section 363(f), including the transfers of assets from the Purchaser to the trusts. And accepting the U. S. Trustee’s suggestion that the Purchaser’s “open offer” to creditors of the Debtors pursuant to which a claimant may elect to release claims against, among other parties, the continuing officers of the company whose attention the Purchaser requires to maintain operations, is “nonconsensual” simply because claimants will be incentivized to grant such release, would render any mutually beneficial transaction equally nonconsensual. The language the UST cites from *In re Braniff Airlines, Inc.*, indicating a court order that “also provide[d] for the release of claims *by all parties* against [the Debtor], its secured creditors and its officers and directors,”<sup>68</sup> is a far cry from the decision by the Purchaser (for its own business reasons) to set an asking price for such releases.

35. In addition to the three canonical factors just discussed, the UST argues that certain factors considered by other courts militate in favor of a *sub rosa* finding here. But none of these additional factors is relevant, and many are not present here.

36. First, the UST asserts that restricting the rights of creditors to vote on a future plan would impermissibly interfere with the plan process.<sup>69</sup> While this may be an interesting argument, it is not relevant to our facts: the provisions to which the UST points clearly and unambiguously only require the Committees’ support for the Sale, and prevent the *Committees*—which in any

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<sup>68</sup> UST Obj. at 15 (quoting *In re Braniff Airways, Inc.*, 700 F.2d 935, 940 (5th Cir. 1983)).

<sup>69</sup> *Id.* at 18.

event are not entitled to vote—from proposing an alternative to the Sale (including a standalone plan of reorganization) prior to the conclusion of the Sale.<sup>70</sup> (Of course, the Debtors’ exclusivity periods *separately* preclude any such acts by either Committee). Indeed, the Stipulation makes clear that the OCC is permitted to terminate its obligations under the Stipulation and OCC Resolution, and recommence pursuit of the Joint Standing Motion and any other litigation matters it sees fit, if the OCC determines that continued performance under the OCC Resolution would be inconsistent with the exercise of its fiduciary duties or applicable law.<sup>71</sup>

37. Second, the UST points to release and injunction provisions in the Sale Order, which it asserts “demonstrate[e] it is a *sub rosa* plan.” But the UST’s very account of these provisions demonstrates the opposite. As the UST acknowledges, the voluntary releases on offer to participants in the trusts include releases of “Non-Debtor affiliates and certain of their officers . . .”—*i.e.*, the people and entities with which the Purchaser will need to work going forward.<sup>72</sup> And as discussed immediately *infra*, the other injunctive provisions to which the UST alludes are simply those necessary to effectuate the specific relief authorized under Bankruptcy Code section 363(f).

38. The Court should not extend the *sub rosa* doctrine to limit what a purchaser may do with the assets it purchases by creating limitations found nowhere in the Bankruptcy Code. Accordingly, the objections on this basis should be overruled.

#### **IV. The Sale Does Not Contemplate Nonconsensual Third-Party Releases**

39. The United States and the UST (together with Chubb) in different ways argue that the proposed Sale contains nonconsensual third-party releases akin to those we now know to be

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<sup>70</sup> The Stipulation—not the Sale—prohibits the UCC and the OCC from participating in the formulation of an Alternative Proposal, subject to a termination right. Stipulation ¶ 7(a)(iv)(B) n.7 and (b)(iv)(B).

<sup>71</sup> Stipulation at ¶ 12.

<sup>72</sup> UST Obj. at 17.

authorized under Bankruptcy Code section 1123(b)(6).<sup>73</sup> Remarkably, these two arms of the Department of Justice cannot even agree on which element of the Sale Order constitutes the purportedly impermissible release. In any event, they are both wrong.

40. The UST and Chubb, for their part, argue that the voluntary releases to be provided by Opioid Claimants and others in exchange for payment from the trusts are *really* involuntary because granting them in exchange for payment is the economically sensible path.<sup>74</sup> But those claimants that do not execute the releases retain meaningful rights against third parties, including directors and officers of the Debtors. Whether those rights are as valuable as the consideration offered by the Purchaser is a decision for each claimant to make—but it is notable, to say the least, that the Canadian Provinces assert that entitlement to maintain claims against the Debtors’ directors and officers is potentially valuable.<sup>75</sup>

41. The argument of the United States is even more farfetched. It asserts that the provisions of the Sale Order effectuating the “free and clear” relief available under Bankruptcy Code section 363(f) are beyond the power of this Court to grant because similar relief might be available through a District Court order in light of the Second Circuit’s *Purdue* decision. This argument confuses the statutory basis on which this Court operates.

42. The Second Circuit made clear, to be sure, that Bankruptcy Code section 105(a), standing alone, does not authorize any specific order of this Court.<sup>76</sup> But it made equally clear that each section of the Bankruptcy Code carries with it the authority to issue orders implementing that particular section. And although *in the context of the Purdue cases* the relevant question was

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<sup>73</sup> *Purdue Pharma, L.P. v. City of Grande Prairie (In re Pharma L.P.)*, 69 F.4th 45, 57 (2d Cir. 2023).

<sup>74</sup> UST Obj. at 16-17; Chubb Obj. ¶ 65 (Sale is “clearly designed to incentivize creditors to ‘opt in’ to the Trusts” because it eliminates uncertainty regarding compensation available from Debtors’ estates).

<sup>75</sup> Canadian Provinces Obj. at 5.

<sup>76</sup> *Purdue*, 69 F.4th at 73.

whether the broad scope of relief that may be granted in a plan confirmation context included nonconsensual third-party releases, no such question exists with respect to this Court's clear authority to authorize a sale "free and clear of any interest." 11 U.S.C. § 363(f). The free and clear nature of a sale under Bankruptcy Code section 363(f) can be implemented *only* by a court order actually stripping away those interests, and the provisions isolated by the United States are simply the mechanism for this Court to accomplish that goal. They do not differ from the language used in countless other sales of property in this Court.

**V. A Separate 9019 Motion is Not Required to Approve the OCC Resolution.**

43. Certain of the Objectors also criticize the Debtors, the Ad Hoc First Lien Group and the Committees for failing to seek approval of the various resolutions through a standalone motion pursuant to Bankruptcy Rule 9019.<sup>77</sup> As noted herein, however, the OCC Resolution was not a settlement of any *claims* held by Opioid Claimants or causes of action belonging to the Debtors. Rather, the OCC Resolution memorializes an agreement as between the Ad Hoc First Lien Group and the OCC regarding the use of the assets that the Ad Hoc First Lien Group is acquiring from the Debtors' estates. Further, the participating in the trusts to be established pursuant to the OCC Resolution is entirely optional for Opioid Claimants. Each Opioid Claimant has the opportunity to decide for itself whether it wishes to opt in to the PPOC Trust, in exchange for releasing certain claims, or whether it wishes to forgo participation in the PPOC Trust and continue to pursue its rights against the Debtors and other third parties.<sup>78</sup>

44. Equally, it was important to the OCC to have the OCC Resolution approved

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<sup>77</sup> See DOJ Obj. ¶¶ 90-92; Chubb Obj. ¶62.

<sup>78</sup> Bankruptcy Rule 9019 does not provide an independent source of authority for a Debtor, or any other party, to take a particular action. Rather, Bankruptcy Rule 9019 simply allows a court to approve compromises. The sale of assets, the prerequisite for the establishment of the PPOC Trust and the offer to Opioid Claimants, must be approved under Bankruptcy Code section 363, and therefore including the approval of the resolutions in the Sale Order makes sense. Moreover, it would be inefficient and nonsensical if every time a party settles an objection to a motion it was obligated to do by a separate motion pursuant to Bankruptcy Rule 9019.

concomitantly with the Sale and pursuant to the Sale Order. While the OCC Resolution does not involve a use of the Debtors' property, but rather the Purchaser's subsequent determination as to the disposition of assets it acquires, the OCC insisted that the OCC Resolution be approved through the Sale Order in order to, among other things, ensure compliance by the Purchaser. The OCC's support of the Sale and agreement to resolve its objections to the sale process and bidding procedures, as well as to hold the Joint Standing Motion in abeyance is conditioned on the Purchaser's agreement to consummate the OCC Resolution and obtaining court approval of the OCC Resolution (including its various related parts) through the Sale Order. Relatedly, the Purchaser is *buying* the various causes of action that the OCC and the UCC sought standing to pursue. It is more efficient for the settlement of that standing motion to be part of the same proceeding as the one in which the Purchaser buys such assets.

## **VI. The Fiduciary Obligations of the OCC Demand that it Support the Sale.**

45. Finally, the United States and the UST present the Court with a chorus of variations on a common theme: that the OCC failed in its duty because it did not secure an outcome that was better for them specifically. From the mouths of Objectors disenfranchised by the legal system and whose lives have been turned upside down by these Debtors this outrage would be understandable if misguided. From the United States and others with significant resources and sophistication, it is downright offensive.<sup>79</sup> And in all cases, it is answered by a reminder of what an official committee is and is not.

46. A creditors' committee functions "as a watchdog on behalf of the larger body of creditors which it represents."<sup>80</sup> Bankruptcy Code section 1103, which defines a creditors'

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<sup>79</sup> The Committee cannot understand the motivation behind these attacks.

<sup>80</sup> *Advisory Comm. of Major Funding Corp. v. Sommers*, 109 F.3d 219, 224 (5th Cir. 1997); *In re AKF Foods, Inc.*, 36 B.R. 288, 289 (Bankr. E.D.N.Y. 1984) (stating that a creditors' committee "is to act as a watchdog on behalf of the larger body of creditors which it represents").



committee's powers and duties, "essentially requires the committee to act in the best interest of the creditors it represents."<sup>81</sup> A committee does *not*, however, owe any duty to advocate for a particular member of the class it represents.<sup>82</sup> It is common for a committee to support outcomes that differentiate between creditors in its constituency—for instance, supporting a plan that pays trade creditors in full while subjecting the holders of funded debt to a discount.<sup>83</sup> It is not infrequently the role of a committee to *object* to purported claims within its class, in order to ensure greater recoveries for the creditors in its constituency with valid claims.<sup>84</sup>

47. Likewise, in joining an official committee, an individual or entity "undertakes to act in a fiduciary capacity on behalf of the members of the class he represents."<sup>85</sup> The repeated invocation by the United States<sup>86</sup> of the concept of "creditors that are part of the OCC," apparently meaning those sub-classes of Opioid Claimants with representatives seated on the OCC by the

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<sup>81</sup> *Advisory Comm. Of Major Funding Corp. v. Sommers*, 109 F.3d at 224.

<sup>82</sup> See, e.g., *Official Unsecured Creditors' Comm. v. Stern (In re SPM Mfg. Corp.)*, 948 F.2d 1305, 1315 (1st Cir. 1993) ("[T]he committee is a fiduciary for those whom it represents, not for the debtor or the estate generally."); *Rickel & Assocs., Inc. v. Smith (In re Rickel & Assocs., Inc.)*, 272 B.R. 74, 99 (Bankr. S.D.N.Y. 2002) ("The Committee and its members owed a fiduciary duty to the class they represented, but not to the individual creditors within the class or to the estate.") (citations omitted); *In re Granite Partners, L.P.*, 210 B.R. at 516 ("[The Committee and its members] do not, however, owe a fiduciary duty to any particular creditor, or any other party, including the estate.") (citations omitted); *Picciotto v. Schreiber*, 260 B.R. 242, 245 (D. Mass. 2001) (holding that committee's counsel owed no duty to individual creditors); *In re Kensington Int'l Ltd.*, 368 F.3d 289, 315 (3d Cir. 2004) ("[I]t is established that a Creditors Committee owes a fiduciary duty to the unsecured creditors as a whole, not to the individual members."); *In re Drexel Burnham Lambert Group, Inc.*, et al., 138 B.R. 717, 722 (Bankr. S.D.N.Y. 1992) (stating a committee's fiduciary duty "extends to the class as a whole, not to its individual members.").

<sup>83</sup> See, e.g., *In re Crdentia Corp.*, No. 10-10926 (BLS), 2010 Bankr. LEXIS 2838, at \*26-27 (Bankr. D. Del. May 26, 2010); see also *In re Aegerion Pharm.*, 605 B.R. 22, 34 (Bankr. S.D.N.Y. 2019) ("Courts have rejected 'unfair discrimination' arguments in cases where trade creditors are treated better than other unsecured classes that have rejected a plan.") (citation omitted).

<sup>84</sup> See 7 COLLIER ON BANKRUPTCY ¶ 1103.05 ("A committee [of unsecured creditors] may also object to the allowance of a nonpriority unsecured claim . . . . Eliminating the claim means a greater recovery for the remaining creditors. There is nothing inconsistent with a committee's fiduciary duty to its constituency in the committee's objecting to the claim of a purported member of that constituency. The committee's duty is to the group as a whole and not individual members of that group.")

<sup>85</sup> *Johns-Manville Sales Corp. v. Doan (In re Johns-Manville Corp.)*, 26 B.R. 919, 924 (Bankr. S.D.N.Y. 1983) (discussing the fiduciary duty of members of an official committee of asbestos claimants appointed under section 1102 of the Bankruptcy Code); see, e.g., *ABF Capital Mgmt. v. Kidder Peabody & Co. (In re Granite Partners, L.P.)*, 210 B.R. 508, 516 (Bankr. S.D.N.Y. 1997) ("The committee and its members owe a fiduciary duty to the class of creditors that the committee represents (i.e., its constituency)."); *In re Barney's, Inc.*, 197 B.R. 431, 442 (Bankr. S.D.N.Y. 1996) (same).

<sup>86</sup> E.g., DOJ Obj. ¶ 30.

UST itself,<sup>87</sup> is insulting to the integrity of those members—as well as inaccurate, given, for example, that the purportedly excluded public schools hold an *ex officio* seat on the OCC.<sup>88</sup> In short, as a fiduciary for Opioid Claimants, the OCC’s role is to maximize value for Opioid Claimants *as a whole*, not for individual Opioid Claimants or particular sub-constituencies,<sup>89</sup> and then to work to ensure a reasonable allocation of such value.

48. The OCC and its members have fulfilled their duties diligently, honorably and successfully. When this case began, three trusts for the benefit of Opioid Claimants were contemplated: one for Public Opioid Claimants, one for Native American Tribes, and one for Private Opioid Claimants.<sup>90</sup> This differentiation was a result of the three previous opioid chapter 11 cases, in which the “public/private” dichotomy had taken shape and solidified, and served as the backbone of each resolution. These Chapter 11 Cases, however, represented the *first time* that the attorneys general of the States negotiated a full resolution prepetition and left their citizens and private entities to fend for themselves in postpetition negotiations. The result was that the Public Opioid Claimants, through an organized committee of their own,<sup>91</sup> had negotiated for themselves a significantly larger pot of value (as compared to the ratios in other opioid chapter 11 cases) than the stalking horse bidder offered to Private Opioid Claimants.<sup>92</sup> The OCC therefore viewed one of its primary objectives to be increasing the value to be given to the previously disadvantaged

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<sup>87</sup> See *Notice of Appointment of Official Committee of Opioid Claimants* [ECF No. 163].

<sup>88</sup> See *Application to Employ Akin Gump Strauss Hauer & Feld LLP as Special Counsel to the Official Committee of Opioid Claimants Effective as of September 8, 2022* [ECF No. 505].

<sup>89</sup> See, e.g., *In re Garden Ridge Corp.*, No. 04-10324 (DDS), 2005 Bankr. LEXIS 323, at 9 (Bankr. D. Del. Mar. 2, 2005).

<sup>90</sup> Original Voluntary Opioid Trust Term Sheet.

<sup>91</sup> See *Verified Statement of the Multi-State Endo Executive Committee Pursuant to Bankruptcy Rule 2019* [ECF No. 125].

<sup>92</sup> Original Voluntary Opioid Trust Term Sheet [ECF No. 20] at 182, 184 (“The Public Opioid Settlement Trust will be settled with cash consideration funded by the Purchaser . . . in the aggregate amount of \$450,000,000 . . . The Private Opioid Settlement Trust will be settled with consideration . . . in the aggregate amount of \$85,000,000.”). As of the Petition Date, the States that were supportive of the public resolution numbered 34; at this point they are 46, including every state eligible to join and representing a vast supermajority of the country. *Third Amended Verified Statement of the Multi-State Endo Executive Committee Pursuant to Bankruptcy Rule 2019* [ECF No. 2511].

Private Opioid Claimants.<sup>93</sup>

49. In pursuit of this goal, and in the interests of all Opioid Claimants, the OCC coordinated with the UCC in a broad, far-reaching investigation (described in greater detail *supra* and in the Atkinson Declaration) and objected to various items in these cases. The OCC's efforts ultimately led to an almost four-fold increase in the value allocated to Private Opioid Claimants. And, with a larger store of value available for claimants—but with full knowledge that this value was negotiated based on its being available only to Private Opioid Claimants—the OCC also facilitated a contentious mediation among the individual representatives for particular Private Opioid Claimant constituencies, which led, after significant negotiation, to an agreed allocation among the Private Opioid Claimants.<sup>94</sup> Finally, the OCC leveraged its professionals' experience and expertise to help each constituency develop easily administrable trust distribution protocols, ensuring minimal loss of the scarce value available.

50. The concerns certain *private individual* Opioid Claimants have regarding this outcome, although they are not a basis for this Court to deny the Motion, are not groundless.<sup>95</sup> Even though the streamlined process contemplated under the trust documents is simpler than the litigation that would be required of claimants in an allowance process or as plaintiffs in the tort system, it is not without its difficulties, and it may be that some tragic claims will fall by the wayside. The OCC and its professionals do not represent these claimants in their individual

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<sup>93</sup> The OCC was in communication with various of the States that did not agree to the Public Opioid Trust prior to the Petition Date, as well as the City of San Francisco, and offered to engage in negotiation on their behalf on a variety of issues. Ultimately, those States negotiated on their own for inclusion in the Public Opioid Trust, and the City of San Francisco has not objected.

<sup>94</sup> Atkinson Decl. at ¶ 33-34. Indeed, no Private Opioid Claimant has filed an objection, or reached out to the OCC to communicate opposition, to the allocation amongst Private Opioid Claimants. Even the Public Schools and the Canadian Provinces have sought their own “pots” of funding, rather than to participate in the PPOC Trust.

<sup>95</sup> A little over 20 opioid personal injury victims objected to the Sale. The OCC has reached out to all of them that it could and, as of this filing, five have withdrawn their objections. The OCC will continue its outreach until the Sale hearing commences.

capacities, but have sought to provide useful information and engagement where possible, including by responding to (or proactively making) phone calls, emails or letters from hundreds of claimants (including those individuals who are incarcerated as a result of their interactions with the Debtors' products) with questions or concerns regarding the proposed process.

51. Indeed, it may be that in a perfectly just world each of the almost 100,000 personal injury Opioid Claimants would have their own legal representation to maximize the value for themselves. But a chapter 11 case is an exercise in pragmatism, and in maximizing what can be done in the near term with limited resources. Perfect claim liquidation might well be more just, but it would come at the cost of dollars and time—neither of which Opioid Claimants have. Nevertheless, the frustration felt by these individuals—and by other entities with limited legal representation<sup>96</sup>—is understandable.

52. Not so understandable is the position of the United States, arguably the single most powerful entity in the world,<sup>97</sup> which is upset at the fact that the seven volunteer individuals and entities appointed to the OCC did not obtain special treatment for the United States' purported opioid claim.<sup>98</sup> One might have expected “the world's largest law office, employing more than 9,200 attorneys,”<sup>99</sup> to speak for itself in the Chapter 11 Cases, as it has done in other opioid situations.<sup>100</sup> Despite holding one of the limited seats at the mediation table, the United States tells

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<sup>96</sup> The Canadian Provinces assert that the “the Opioid Trusts were formulated and negotiated to the exclusion of foreign governmental entities.” Canadian Prov. Obj. ¶ 60. The absence of provision in the OCC Resolution or in the Public Opioid Trust for these well-represented parties—who emphasize their exalted status as foreign sovereigns, *id.*—is not owing to any lack of *opportunity* to participate in the “formulat[ion] and negotiat[ion]” of the resolutions. Significantly, Canadian *individuals* remain eligible to participate in the PPOC Trust.

<sup>97</sup> The OCC understands and is sympathetic to (but disagrees with) the underrepresentation argument by a personal injury victim behind bars (*see Objection to Sale Motion filed by Adam McRee* [ECF No. 2404]), but not from the entity powerful enough to keep him there.

<sup>98</sup> *See* DOJ Obj. ¶ 111 (accusing “the Committees” of “violat[ing] the fiduciary duty they owe to *all* unsecured creditors” by failing to represent the interest of the United States) (emphasis in original).

<sup>99</sup> Department of Justice | Agencies, <https://www.justice.gov/agencies/chart>

<sup>100</sup> Atkinson Decl. ¶ 65-68.

us for the first time now—336 days after the cases started and in a public pleading—that it expected the OCC to act on its behalf, even if that was in opposition to all of the OCC’s other constituents.

53. It is not only the sheer might of the United States that makes this position ironic. The United States is a “crossholder”—it asserts an opioid claim, to be sure, but the thrust of its objection is as the holder of an alleged *priority tax* claim having nothing to do with its opioid claim and outside of the OCC’s constituency. The Objection suggests, incredibly, that the United States is entitled to special treatment on its tax claim as a creditor with a unique pecuniary interest ahead of all Opioid Claimants and other unsecured creditors—but that even so, the OCC should have negotiated on its behalf a special allowance on behalf of the United States’ opioid claims (which might otherwise receive nothing in that situation).

54. The United States’ argument, therefore, may be distilled to this: that the OCC Resolution “did not designate any recovery for the estate itself, or for any other unsecured creditors besides the specific entities represented by the Committees.”<sup>101</sup> This complaint is premised on fundamental misunderstandings of both the OCC Resolution, and of the role of an official committee.

55. First, the OCC Resolution. Throughout, the United States mischaracterizes the OCC Resolution as a settlement of estate claims. As described further *supra*, this is not the case. Rather—in light of the reasons set forth in the Atkinson Declaration—the OCC agreed to hold in abeyance the Joint Standing Motion, which meant the OCC had never wrested control of those estate claims from the debtors. As such, nothing prevented the United States, or any other party in interest, from seeking standing to pursue those claims in its own right before the expiration of the Challenge Period—or indeed, prevented any party in interest (including the United States) from

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<sup>101</sup> DOJ Obj. at ¶ 109.

seeking to purchase those claims at a price reflecting whatever value it ascribed to them. But now, after the *expiration of the challenge period*, it is too late (with or without the Sale).<sup>102</sup> The attempt by the United States to scrounge together a scattershot list of various non-challenge claims it *might* pursue (such as CERCLA liability) none of which appear to have any relevance here cannot alter this bedrock fact.

56. Relatedly, the UST seems to advocate for a potential adversary proceeding to equitably subordinate the purchaser's liens *to the claims of the United States alone*, (a cause of action that would bring no benefit to any other creditor or Opioid Claimant).<sup>103</sup> The United States was able to seek this relief, solely for its own benefit, at any point earlier in the Chapter 11 Cases, and a strong argument could be made that this explicitly equitable relief under Bankruptcy Code section 510(c) would be barred under the circumstances by the equitable doctrine of laches. But in any event, this is not the OCC's claim to bring.

57. The misunderstanding by the United States of the role of an official committee is equally disappointing. The function of a committee, as made clear through decades of practice and case law, is to represent the interests of *creditors of the type it represents as a whole*, not to represent the interest of any individual creditor (whether seated on the committee or not).<sup>104</sup> Although the OCC's interest in preserving value through general peace may lead it at times to serve as a broker or mediator, "[c]laimants support their claims, committees support how to get those claims paid."<sup>105</sup>

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<sup>102</sup> Through its Objection the United States also cross moves for the appointment of a trustee. The OCC will respond separately to this motion. However, as will be explained therein, if the Court were to grant the motion, appointment of a trustee would constitute an event of default under the Cash Collateral Order and termination of the Debtors' access to cash collateral would be to the significant detriment of all Opioid Claimants. Is that in the public interest?

<sup>103</sup> DOJ Obj. ¶ 120.

<sup>104</sup> See, e.g., *In re Rickel & Assocs., Inc.*, 272 B.R. at 99; *In re Granite Partners, L.P.*, 210 B.R. at 516; *Picciotto v. Schreiber*, 260 B.R. at 245.

<sup>105</sup> *In re HONX, Inc.*, Case No. 22-90035 (Bankr. S.D. Tex. 2022), Transcript of Jan. 13, 2023 Hearing at 9:11–12.

58. Further, the United States suggests that—regardless of whether its Objection is successful—the fees incurred by both Committees investigating, prosecuting and then resolving the Standing Motion ought to be disallowed. Apparently, this is because one creditor was unable to reach a deal in mediation that satisfied it on a claim outside of either Committee’s constituency, and despite the fact that the United States has never once shared any information about its claim nor were the Committees invited or included in the mediation between the United States and the Ad Hoc First Lien Group, and despite the fact that the OCC has worked very hard in mediation to encourage a resolution.<sup>106</sup> The work done by the professionals for both Committees was appropriately focused on behalf of their broad constituencies, rather than favoring a single creditor with purportedly unique rights, and the broad consensus among the constituencies of each Committee speaks for itself.

59. Opioid Claimants as a whole need relief *now* from the ravages of the opioid crisis. The United States itself has no such urgent need for its alleged right to tax revenue. That the United States is entitled to wear the shoes of an Opioid Claimant does not mean it can use them to trample on the bare feet of its erstwhile compatriots. The OCC fulfilled its fiduciary duty to Opioid Claimants as a whole, and negotiated the best possible deal it could on behalf of all of its constituencies (both with the Purchaser and among Opioid Claimants). It owed the objecting parties no more.

### **CONCLUSION**

60. For the foregoing reasons, the Court should grant the Motion.

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<sup>106</sup> Atkinson Decl. at ¶ 71.

Dated: New York, NY  
July 26, 2023

Respectfully submitted,

**AKIN GUMP STRAUSS HAUER & FELD LLP**

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**EXHIBIT A**

**Objections to Sale Motion**

1. *Limited Objection and Reservation of Rights of Padagis Israel Pharmaceuticals Ltd Regarding Proposed Sale*, dated July 12, 2023 [ECF No. 2400];
2. *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder As Set Forth Therein*, dated July 14, 2023 [ECF No. 2418] (the "Canadian Provinces Objection");<sup>1</sup>
3. *Objection of the Public School District Creditors to the Proposed Sale of Substantially All of the Assets of Endo International plc and Its Debtor Affiliates*, dated July 14, 2023 [ECF No. 2420] (the "Public Schools Objection");<sup>2</sup>
4. *Reservation of Rights of Computershare Trust Company, N.A. to Entry of Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief*, dated July 14, 2023 [ECF No. 2422];
5. *Limited Objection and Reservation of Rights of the State of Texas Regarding Proposed Sale*, dated July 14, 2023 [ECF No. 2424];
6. *Joint Limited Objection and Reservation of Rights of Certain Pharmacies to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief*, dated July 14, 2023 [ECF No. 2425];
7. *Limited Objection and Reservation of Rights of Liberty Mutual Insurance Company to the Sale Transactions Proposed by the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief*, dated July 14, 2023 [ECF No. 2428];
8. *Limited Objection of the Hartford Fire Insurance Company, the Hartford Financial Services Group and Their Related Affiliated Sureties to Motion of Debtors for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief and Proposed Assumption and*

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<sup>1</sup> The Canadian Provinces Objection was filed by His Majesty the King in Right of the Province of British Columbia and the governments of the Provinces of Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Newfoundland and Labrador, Quebec, Prince Edward Island, Nunavut, the Northwest Territories, and Yukon (collectively, the "Canadian Provinces").

<sup>2</sup> The Public Schools Objection was filed by the Rochester City School District and the public school districts identified in Exhibit A to the *Amended Verified Statement of Binder & Schwartz LLP Under Federal Rule of Bankruptcy Procedure 2019*, dated July 14, 2023 [ECF No. 2417] (collectively, the "Public Schools").

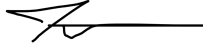
*Assignment of Certain Contracts in Connection Therewith*, dated July 14, 2023 [ECF No. 2429];

9. *Objection of the Chubb Companies to Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief*, dated July 14, 2023 [ECF No. 2430] (the "Chubb Objection")<sup>3</sup>;
10. *Reservation of Rights of the Ad Hoc Cross-Holder Group Regarding the Accelerated Sale Hearing and Sale Objection Deadline*, dated July 14, 2023 [ECF No. 2431];
11. *Henry Schein, Inc., Henry Schein Medical Systems, Inc., Insource, Inc., and General Injectables and Vaccines, Inc.'s Joinder to Joint Limited Objection and Reservation of Rights of Certain Pharmacies to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets, and (IV) Granting Related Relief*, dated July 14, 2023 [ECF No. 2433];
12. *Limited Objection and Reservation of Rights of Pfizer Entities to Debtors' Notice of Proposed Assumption and Assignment of Certain Executory Contracts*, dated July 14, 2023 [ECF No. 2434];
13. *Lexington Insurance Company's Objection to Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief*, dated July 14, 2023 [ECF No. 2441];
14. *Objection of the United States of America to the Debtors; Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief -and- Memorandum of Law In Support of Motion to Appoint Chapter 11 Trustee*, dated July 18, 2023 [ECF No. 2460] (the "DOJ Objection")<sup>3</sup>; and
15. *Amended Objection of United State Trustee to Order Approving the Sale of Substantially All of the Debtors' Assets*, dated July 18, 2023 [ECF No. 2464] (the "UST Objection").

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<sup>3</sup> The Chubb Objection was filed by ACE American Insurance Company, Illinois Union Insurance Company, ACE Property & Casualty Insurance Company, Indemnity Insurance Company of North America, Westchester Fire Insurance Company, Federal Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Chubb Insurance Company of New Jersey, Chubb Custom Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, and all of their U.S.-based affiliates and successors (collectively, "Chubb").

**THIS IS EXHIBIT “Q”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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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)**

**SUPPLEMENTAL DECLARATION OF JEANNE C. FINEGAN, APR  
IN CONNECTION WITH SALE MOTION AND BAR DATE MOTION**

Pursuant to 28 U.S.C. § 1746, I, Jeanne C. Finegan, hereby declare as follows under penalty of perjury:

**I. Introduction**

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),<sup>2</sup> an affiliate of Kroll Restructuring Administration LLC (“Kroll”), the court-appointed claims and noticing agent for the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”). Except as otherwise noted, this declaration (the “Supplemental Declaration”) supplements my Prior Declaration and is based upon my personal knowledge of the matters set forth herein, my review of relevant documents, information provided to me by the Debtors and their agents and professionals, including at Skadden, Arps, Slate, Meagher & Flom LLP and Kroll, and my prior experience in bankruptcy and class action noticing. If called and sworn as a witness, I could and would testify competently thereto.

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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 herein and not otherwise defined shall have the meanings assigned to them in the *Declaration of Jeanne C. Finegan, Apr in Connection with Sale Motion and Bar Date Motion*, filed on November 23, 2022 [Docket No. 732] (the “Prior Declaration”).

2. I submit this Supplemental Declaration to provide the Court and parties in interest with a report on the successful implementation of the Debtors' Notice Plan, described in detail in the Prior Declaration, and implemented in the United States (including U.S. territories), Canada, Australia, France, Ireland, Japan, New Zealand, the Netherlands, Spain, and the United Kingdom (England, Northern Ireland, Scotland, Wales).

3. Indeed, the Media Notice Plan component of the Notice Plan exceeded original audience delivery projections<sup>3</sup> ultimately reaching<sup>4</sup> over an **estimated 95% of adults 18 years of age and older in the United States** with an estimated average frequency of over eight times and an **estimated 90% of Canadian adults 18 years of age and older** with an estimated average frequency of over ten times. Further, as part of the Media Notice Plan, print and social media notice were provided in Australia, France, Ireland, Japan, New Zealand, the Netherlands, Spain, and the United Kingdom.

4. The Debtors and Kroll commenced implementation of the Notice Plan on April 24, 2023. The Notice Plan was completed on June 30, 2023, ultimately providing notice by means of (a) actual, written notice to known and potential Product Claimants as well as other known parties in interest, including distribution of the Sale Notice and Bar Date Notice as outlined in the respective orders approving the Sale Motion and Bar Date Motion (the "Sale Order" and the "Bar Date Order"), respectively, to such parties, (b) distribution of the Simplified Print Notice to various community organizations under the Supplemental Outreach Plan, (b) print media, (c) online

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<sup>3</sup> As described in the Prior Declaration, the Media Notice Plan was projected to reach in the United States an estimated 90% of all men and women over the age of eighteen with an average frequency of message exposure of four times, and in Canada, the Media Notice Plan was estimated to reach over 80% of all adults over the age of eighteen on average three to four times.

<sup>4</sup> The Federal Judicial Center's guide for notice in class actions suggests that the minimum threshold for adequate notice is 70%. *See Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, FED. JUD. CTR. 1, 3 (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>; *see also* Barbara J. Rothstein & Thomas E. Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, FED. JUD. CTR. 27 (3d ed. 2010).

display, (d) internet search terms, (e) social media campaigns, and (f) television advertisements.

The Media Notice Plan ultimately served over *three billion impressions*,<sup>5</sup> as detailed in the below chart:

<u>Country</u>	<u>Total Impressions (Approximate) Across All Media Channels</u>
United States (including Territories)	2.3 billion
Canada	432 million
Australia	26.6 million
France	65.8 million
Ireland	25.4 million
Japan	57.4 million
New Zealand	23.4 million
Spain	21.5 million
The Netherlands	35.6 million
United Kingdom	38.1 million

5. As such, the Notice Plan, in my view, accomplished its goal of providing comprehensive notice to known and unknown claimants and parties in interest, specifically to provide notice to known and unknown claimants and parties in interest of the Sale and Bar Dates. The Notice Plan was specifically designed to target potential Product Claimants, in addition to all other potential Claimants.

6. The extensive nature of the program ranks the Debtors' Notice Plan as one of the largest legal notice programs deployed in chapter 11 cases. Below is a chart comparing the U.S. component of the Media Notice Plan as implemented against other large mass tort chapter 11 cases:

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<sup>5</sup> An impression is an occurrence of an advertisement, *i.e.*, an opportunity to see a message.

### COMPARABLE NOTICE PROGRAMS OF SIMILAR SCOPE

Case	Reach	Frequency
<i>Endo International Plc</i> , No. 22-22549 (Bankr. S.D.N.Y. 2022)	95%	8x
<i>In re Mallinckrodt plc</i> , No. 20-125522 (Bankr. D. Del. 2020)	91%	6x
<i>In re Paddock Enterprises LLC</i> , No. 20-10028 (Bankr. D. Del. 2020)	87%	3x
<i>In re Purdue Pharma, LLP</i> , No. 19-23649 (Bankr. S.D.N.Y. 2019)	95%	8x
<i>In re PG&amp;E Corp.</i> , No. 19-30088 (Bankr. N.D. Cal. 2019)	95%	8x
<i>In re Imerys Talc America, Inc.</i> , No. 19-10289 (Bankr. D. Del. 2019)	81%	4x

## II. Direct Notice Plan Mail and Supplemental Outreach Plan

7. On April 24, 2023, Kroll commenced the Direct Mail Notice Plan and the Supplemental Outreach Plan components of the Notice Plan. A description of the implementation of these components of the Notice Plan is provided in the *Affidavit of Service*, filed by my Kroll colleague, Herb Baer, on May 30, 2023 [Docket No. 2128].

## III. Media Notice Plan

### A. U.S. Media Notice Plan

8. **Overview.** As described in the Finegan Declaration, the Debtors' Media Notice Plan employed a variety of paid media channels to reach unknown Product Claimants for whom direct notice was not available. The following chart sets forth the paid media channels actually used in the U.S. portion of the Media Notice Plan and notes, where applicable, any deviations from the Media Notice Plan as originally described in the Prior Declaration:



### U.S. Media Notice Plan Channels

MEDIA TYPE	DESCRIPTION
TELEVISION	Broadcast Networks – ABC, NBC, CBS, Univision
	Cable TV – CNN, FOX, A&E, History, Lifetime, BET, HGTV, Discovery, Hallmark
PRINT	National Newspaper – <i>Wall Street Journal</i>
	Local Newspapers – Eleven States
	Tribal Newspapers <sup>6</sup>
	Magazine – <i>Men’s Health</i> <sup>7</sup> , <i>People</i> , <i>Sports Illustrated</i> , <i>Prison News</i> , <i>Criminal Legal News</i>
ONLINE	Display – Cross Device: Desktop, Mobile, Tablet
SEARCH	Google
SOCIAL MEDIA	Facebook/Instagram
	YouTube
	Twitter
TERRITORY	Newspaper
	Digital/Social Media
TRADE PUBLICATION <sup>8</sup>	<i>Addiction Professional</i> , <i>Pharmacy Times</i>
TRIBAL <sup>9</sup>	Newspaper
	Online Display/Social
EARNED MEDIA	Press Releases in the United States and Territories
CREATIVE & MESSAGING	Multiple Languages
	Multiple Creatives Per Target Audience
	Cultural and Demographic
RESPONSE HUBS	Informational Website
	Toll-free Telephone Support
	Live Operators/Languages: English, Spanish, French

<sup>6</sup> All publishers maintain the right to accept or decline advertising. For this Media Notice Plan the following Tribal newspaper publishers declined to publish the Summary Notice: *Grand Traverse Band News*, *Kalihwisaks News*, *Poarch Creek News*. Additionally, Kroll Media was informed that the following newspapers had ceased publishing: *NIMIIPUU*, *Council Fires*, *Gah’nahvah/Ya Ti’*. Three other newspapers did not respond to Kroll Media’s requests: *Kukadze’eta Towncrier*, *Tohono O’odham Nation Runner*, *Wiikwedong*, *Dazhi-Ojibwe*. However, Tribal newspaper readers in these markets received multiple layers of media including social, online, broadcast and cable television.

<sup>7</sup> The print version of *Men’s Health* published a double issue during the notice period and the on-sale dates were outside of notice period. To maintain this audience, the Media Notice Plan placed ads on Men’s Health.com.

<sup>8</sup> As referenced in paragraph 21 below, *Treatment Magazine* was placed on “hiatus” as of December 2022.

<sup>9</sup> Tribal Radio was removed from the Media Notice Plan due to difficulties fitting all required information into a 60-second radio commercial timeslot. Accordingly, the Media Notice Plan was optimized and adjusted to include additional Tribal focused social media.

9. **Network Broadcast Television.** The Media Notice Plan included 144 airings of a 60-second commercial on ABC, NBC, CBS, and Univision. Attached as **Exhibit A** are screenshots of the commercial as it aired. Commercials aired across multiple dayparts and in programming including: (i) *Good Morning America, The View, The Wonder Years, World News Tonight with David Muir, and Jimmy Kimmel Live!* on ABC; (ii) *CBS Mornings, The Talk, NCIS, Evening News with Nora O'Donnell, The Late Show with Stephen Colbert, and the Late Late Show with James Corden* on CBS; (iii) *The Today Show, Law & Order: SVU, Nightly News with Lester Holt, The Tonight Show with Jimmy Fallon, and Late Night Seth Meyers* on NBC; (iv) *¡Despierta América!, Aquí y Ahora, and Noticiero Univision* (Spanish).

10. **Cable Television.** The same 60-second commercial also aired 466 times across nationwide cable television networks, including CNN, Fox News, A&E, History, Lifetime, HGTV, Discovery, BET, and Hallmark. Commercials aired across multiple dayparts and in programming including: *Biography, Black-ish, Tyler Perry's House of Payne, Anderson Cooper 360, CNN Tonight, Deadliest Catch, Fox & Friends, Fox News Live, Golden Girls, House Hunters, Modern Marvels, and Castle.*

11. **Social Media.** Ads on social media were behaviorally, contextually, and geographically targeted across the following categories in English and Spanish:

BEHAVIORAL & CONTEXTUAL TARGETING	PAGES & GROUPS
Recovery	441
Native American	342
Coal Miners	195
Homeless	202
Rehab	212
Veterans	1,183
Mothers	303
Hispanic	1,046
NAS	117
Acid Reflex	94

BEHAVIORAL & CONTEXTUAL TARGETING	PAGES & GROUPS
Pelvic Prolapse	98
Ranitidine	36

GEOGRAPHICAL TARGETING		PAGES & GROUPS
U.S. Territories	Puerto Rico	87
	Guam	31
	U.S. Virgin Islands	26
	Samoa	31
	Northern Mariana Islands	17

12. On Facebook and Instagram,<sup>10</sup> “pages” are public profiles created for community groups, causes, and other organizations. On Facebook, “groups” are for people who share common interests. On Facebook and Instagram, ads were served to people nationwide with varying creative tactics aimed to appeal to different demographics.

13. Twitter users put hashtags in their tweets to categorize them in a way that makes it easy for other users to find tweets about a specific topic. On Twitter, Kroll Media targeted people who have “tweeted” (*i.e.*, posted) or interacted with posts about opioid addiction, ranitidine or transvaginal mesh using hashtags including, among others, *#recoverymovement*, *#percocet*, *#endocet*, *#opioids*, *#opioidcrisis*, *#abuse*, *#rehab*, *#recovery*, *#pain*, *#addictiontreatment*, *#hydrocodone*, *#Zantac*, *#ranitidine*, *#pelvicprolapse*, *#transvaginalmesh*, among others.

14. YouTube display ads were targeted to users who watched, liked, shared, or commented on videos related to opioids, addiction, rehab, recovery, acid reflux, or pelvic prolapse.

15. **Online Banner Notice (Non-Social Media).** The Media Notice Plan’s online noticing efforts featured banner ads in English and Spanish using a variety of tactics to ensure quality placements. Varying creative styles were used to appeal to people of different demographics based

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<sup>10</sup> Meta, *i.e.*, Facebook and Instagram also automatically translates advertising into over 200 languages based on the language setting on a user’s device.

on research data relating to online usage by the Media Notice Plan's target audience. Moreover, online display ads appeared across multiple devices including desktop, tablet, and mobile devices. Multiple layers of ad fraud detection were used to reduce the risk of appearing on spoofed, fake, or offensive websites with counterfeit ad fraud inventory and fake audience profiles.

16. The online banner provided information for visitors to self-identify as potential Product Claimants, where they may "click" on the banner and then link directly to the website [www.endoclaims.com](http://www.endoclaims.com), which contains information regarding the Sale process and the Bar Dates, instructions on how to file a claim, and downloadable copies of all of the relevant materials.

17. In addition to the above-targeted banner placement, online banner ads were served on Native American and Alaskan Native focused websites, including [Powows.com](http://Powows.com) and [Indiancountrytoday.com](http://Indiancountrytoday.com).

18. **Internet Search Terms.** The Media Notice Plan employed Google keyword search terms. Representative key terms included topics such as *opioids, drug treatment, drug overdose, drug addiction, addiction therapy, treatment centers, pelvic prolapse and stomach acid, and gastrointestinal disorders*, among others. When users searched for target phrases and keywords identified for this Media Notice Plan on the search engines, links appeared on the search result pages.

19. **National Newspaper.** The full Sale Notice and Bar Date notice were published contemporaneously as a full page in the April 18, 2023 edition of the *Wall Street Journal*. Attached as **Exhibit B** is proof of such publication.

20. **Nationwide Magazines.** The Simplified Notice (which is a full page black and white summary of the Sale Notice and the Bar Date Notice in plain and concise English), was published in four magazines as follows:

MAGAZINES	LANGUAGE	CIRCULATION	DATE
People	English	2,500,000	5/26/2023
Sports Illustrated	English	1,200,000	5/23/2023
Prison Legal News	English	40,000	May 2023 Issue
Criminal Legal News	English	15,000	June 2023 issue

21. **Trade Publications.** The Simplified Print Notice was published in industry trade publications<sup>11</sup> or trade websites as follows:

PUBLICATIONS	LANGUAGE	CIRCULATION	DATE
Pharmacy Times	English	173,188	May 2023 Issue
Addiction Professional (Online)	English	N/A	5/22/2023 – 6/18/2023

22. **Local Newspapers.** The Simplified Print Notice was published in 78 local newspapers as follows:

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Ada Evening News	English	3,000	5/20/2023
Advocate: Baton Rouge/New Orleans/Acadiana	English	159,611	5/17/2023
Anniston Star	English	10,566	5/17/2023
Ardmore Daily Ardmoreite	English	2,091	5/17/2023
Ashland Independent	English	5,600	5/17/2023
Barren County Progress	English	6,000	5/18/2023
Baxter Bulletin	English	1,300	5/17/2023
Beattyville Enterprise	English	1,500	5/17/2023
Beckley Register-Herald	English	7,800	5/17/2023
Birmingham News (Digital)	English	N/A	5/17/23-5/24/23

<sup>11</sup> Kroll was informed that *Treatment Magazine* ceased publication as of December 2022.

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Bluefield Daily Telegraph	English	5,600	5/17/2023
Bowling Green Daily News	English	15,212	5/17/2023
Breathitt Advocate	English	2,500	5/17/2023
Charleston Gazette-Mail	English	22,947	5/17/2023
Chattanooga Times Free Press	English	26,613	5/17/2023
Cincinnati Enquirer/Kentucky Enquirer	English	33,942	5/17/2023
Claiborne Progress	English	2,700	5/17/2023
Clarksburg Exponent-Telegram	English	12,534	5/17/2023
Cleveland Daily Banner	English	8,076	5/20/2023
Columbus Dispatch	English	68,556	5/17/2023
Danville Advocate-Messenger	English	3,523	5/19/2023
Decatur Daily	English	10,500	5/17/2023
Dothan Eagle	English	8,608	5/17/2023
Duncan Banner	English	3,300	5/20/2023
Elizabethtown News-Enterprise	English	8,141	5/17/2023
Elkins Inter-Mountain	English	4,119	5/17/2023
Fairmont Times West Virginian	English	4,300	5/17/2023
Fentress Courier	English	5,403	5/24/2023
Florence Times Daily	English	13,000	5/17/2023
Floyd County Times	English	3,500	5/17/2023
Fort Smith Southwest Times Record	English	9,622	5/17/2023
Gadsden Times	English	3,699	5/17/2023
Grayson County News	English	2,225	5/20/2023
Greeneville Sun	English	8,000	5/17/2023
Hattiesburg American	English	3,025	5/17/2023
Hazard Herald	English	3,400	5/18/2023
Hot Springs Sentinel-Record	English	7,800	5/17/2023
Huntington Herald-Dispatch	English	12,962	5/17/2023
Huntsville Times (Digital)	English	N/A	5/17/23-5/24/23
Johnson City Press	English	21,179	5/17/2023
Johnstown Tribune-Democrat	English	15,362	5/17/2023
Kentucky New Era	English	6,257	5/17/2023
Kingsport Times-News	English	26,025	5/17/2023
Knoxville News Sentinel	English	24,448	5/17/2023
Laconia Daily Sun	English	15,750	5/17/2023

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Lafayette Daily Advertiser	English	6,704	5/17/2023
Lawton Constitution	English	9,036	5/17/2023
Lexington Herald-Leader	English	34,750	5/17/2023
Louisville Courier Journal	English	31,582	5/17/2023
Manchester Enterprise	English	8,000	5/17/2023
Martins Ferry Times Leader	English	5,200	5/17/2023
Maryville Daily Times	English	12,000	5/17/2023
Memphis Commercial Appeal	English	19,668	5/17/2023
Meridian Star	English	6,991	5/20/2023
Middlesboro Daily News	English	1,700	5/17/2023
Mobile Press-Register (Digital)	English	N/A	5/17/23-5/24/23
Montgomery Advertiser	English	7,989	5/17/2023
Morgantown Dominion Post	English	10,519	5/17/2023
Morristown Citizen Tribune	English	15,120	5/17/2023
Nashua Telegraph	English	26,581	5/21/2023
Nashville Tennessean	English	25,142	5/17/2023
Natchez Democrat	English	3,800	5/17/2023
NE Mississippi Daily Journal	English	14,464	5/17/2023
New Hampshire Union Leader/ Sunday News	English	26,011	5/17/2023
Norman Transcript	English	5,800	5/17/2023
Owensboro Messenger-Inquirer	English	18,337	5/17/2023
Paducah Sun	English	21,888	5/17/2023
Paintsville Herald	English	5,200	5/17/2023
Parkersburg News and Sentinel	English	9,297	5/17/2023
Parsons News Leader	English	3,000	5/17/2023
Pikeville Appalachian News- Express	English	9,000	5/20/2023
Pittsburgh Post-Gazette	English	74,916	5/18/2023
Somerset Commonwealth Journal	English	4,384	5/17/2023
Tulsa World	English	25,333	5/17/2023
Tuscaloosa News	English	11,788	5/17/2023
West Virginia Daily News	English	4,337	5/17/2023
Wilkes-Barre Times-Leader	English	17,732	5/17/2023

23. **Tribal Newspapers.** The Simplified Print Notice was published in 47 tribal publications reaching Native American population as follows:

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Ak-Chin O'odham Runner	English	2,500	5/5/2023
Bois Forte News	English	3,600	June 2023 issue
Char-Koosta News	English	5,000	5/4/2023
Cherokee One Feather	English	7,500	5/10/2023
Cherokee Phoenix	English	12,000	5/15/2023
Cheyenne & Arapaho Tribal Tribune	English	9,500	5/15/2023
Colville Tribe Tribal Tribune	English	9,000	5/12/2023
Comanche Nation News	English	8,400	June 2023 issue
Confederated Umatilla Journal	English	9,000	June 2023 issue
DeBahJiMon	English	7,500	5/4/2023
Fort Apache Scout	English	4,500	5/5/2023
Gallup Independent	English	16,500	5/10/2023
Gila River Indian News	English	6,800	5/19/2023
Hocak Worak	English	5,000	5/12/2023
HowNiKan	English	15,000	June 2023 issue
Indian Journal	English	5,700	5/11/2023
Indian Time	English	4,500	5/11/2023
Indian Voices	English	9,000	June 2023 issue
Lakota Country Times	English	6,200	5/10/2023
Menominee Nation News	English	9,000	5/22/2023
MHA Times	English	3,500	5/10/2023
Mvskoke Nation News/Muscogee Nation News	English	8,000	5/15/2023
Native Sun	English	7,500	5/10/2023
Navajo Times	English	15,830	5/10/2023
Navajo-Hopi Observer	English	15,000	5/10/2023
O'odham Action News	English	3,800	5/18/2023
Osage News	English	3,800	5/15/2023
Rawhide Press	English	3,500	May 2023 Issue
San Carlos Apache Moccasin	English	6,000	5/10/2023
Seminole Producer	English	5,400	5/10/2023
Seminole Tribune	English	13,000	June 2023 issue



NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Sho-Ban News	English	2,800	5/4/2023
Sho-Pai News	English	500	May 2023 Issue
Smoke Signals	English	8,500	5/15/2023
Sota Iya Ye Yapi	English	2,500	5/10/2023
Southern Ute Drum	English	3,600	5/5/2023
Spilyay Tymoo	English	4,800	5/3/2023
The Konawa Leader	English	5,500	5/11/2023
The Wewoka Times	English	2,200	5/10/2023
Tribal Observer	English	7,000	June 2023 issue
Turtle Mountain Times	English	4,200	5/8/2023
Two Rivers Tribune	English	1,200	5/9/2023
Ute Bulletin	English	5,000	5/17/2023
Whispering Wind	English	5,000	June 2023 issue
White Mountain Apache Independent	English	10,000	5/12/2023
Win Awenen Nisitotung	English	9,000	June 2023 issue
Wind River News	English	3,000	5/11/2023

24. **U.S. Territories Newspapers.** The Simplified Print Notice was published in newspapers of general circulation in the U.S. territories of Guam, U.S. Virgin Islands, the Northern Mariana Islands, American Samoa, and Puerto Rico as follows:

NEWSPAPER	LANGUAGE	CIRCULATION	DATES
El Nuevo Día	U.S. Spanish	248,000	5/10/2023, 5/24/2023
Pacific Daily News	English	19,357	5/9/2023, 5/22/2023
Primera Hora	U.S. Spanish	186,580	5/10/2023, 5/24/2023
Saipan Tribune	English	7,200	5/9/2023, 5/22/2023
Samoa News	English	6,730	5/10/2023, 5/23/2023
San Juan Daily Star	English	62,000	5/11/2023, 5/25/2023
St. Croix Avis	English	14,000	5/10/2023, 5/23/2023
Virgin Island Daily News	English	18,300	5/11/2023, 5/27/2023

25. The true and correct copy of the Simplified Print Notice that was published in the aforementioned magazines, trade publications, and local, tribal, and U.S. territories newspapers is attached hereto as **Exhibit C**.

26. **Public Relations/Earned Media.** On April 25, 2023, a press release was issued across PR Newswire's US1 plus Hispanic, PR Newswire newlines to the U.S. territories, and the Native American/First Nations newline. More than 500 news mentions resulted from the issuance of the press release. A copy of the press release and the resulting pickup is attached as **Exhibit D**.

**B. Canadian Media Notice Plan**

27. **Canadian Magazines.** The Simplified Print Notice was published in Canadian magazines, similar to the United States. The Simplified Print Notice was published, in English and French, in four Canadian nationally distributed magazines as follows:

MAGAZINES	LANGUAGE	CIRCULATION	DATE
<i>Canadian Living</i>	English	342,000	5/11/2023
<i>Maclean's</i>	English	173,000	5/15/2023
<i>Reader's Digest</i>	English	447,000	5/11/2023
<i>Reader's Digest</i>	French	87,000	5/11/2023

28. Attached as **Exhibit E** are proofs of such publication.

29. **Canadian Newspapers.** The Simplified Print Notice was published twice in the largest Canadian nationally circulated newspapers as follows:

NEWSPAPER	LANGUAGE	CIRCULATION	DATES
<i>Globe &amp; Mail</i>	English	403,661	5/13/2023, 5/14/2023
<i>National Post</i>	English	186,302	5/13/2023, 5/14/2023
<i>Le Journal de Montreal</i>	French	163,993	5/13/2023, 5/14/2023

30. Attached as **Exhibit F** are proofs of such publication.

31. **Online Display.** Online display advertising in Canada targeted Canadians 18 years of age and older. Targeting considerations were made consistent with those in the United States to appropriately reach relevant demographic clusters. The online advertisements were served in English and French.

32. **Social Media.** Social media advertising in Canada included Facebook, Instagram, and YouTube as follows:

CANADA	LANGUAGE(S)	DATES
YouTube	English & French	4/25/2023 – 6/30/2023
Facebook/Instagram	English & French	4/25/2023 – 6/30/2023

33. Samples of these advertisements are attached as **Exhibit G**.

34. **Press Releases.** The Debtors issued press releases across the Canadian Bilingual General Media Newslane in English and French. Attached as **Exhibit H** is a copy of the press release and pick up report.

### C. International Media Notice Plan

35. International coverage was effectively accomplished through a mix of the top generally circulated newspapers and social media in Australia, France, Ireland, Japan, New Zealand, the Netherlands, Spain, and the United Kingdom (England, Scotland, Northern Ireland and Wales).

36. **International Newspaper.** The Simplified Print Notice was published in international newspapers as follows:

AUSTRALIA	LANGUAGE	CIRCULATION	DATE
Daily Telegraph	English	314,811	05/17/23
Herald Sun	English	339,714	05/16/23
The Advertiser	English	171,818	05/19/23
The West Australian	English	116,066	05/18/23

FRANCE	LANGUAGE	CIRCULATION	DATE
Le Monde	French	353,039	05/23/23
Le Parisien	French	335,784	05/24/23

IRELAND	LANGUAGE	CIRCULATION	DATE
The Irish Times	English	115,000	05/18/23
The Irish Independent	English	128,025	05/17/23

JAPAN	LANGUAGE	CIRCULATION	DATE
Yomiuri Shimbun	Japanese	7,380,396	05/24/23
Asahi Shimbun	Japanese	5,751,459	05/18/23

NEW ZEALAND	LANGUAGE	CIRCULATION	DATE
Dominion Post	English	185,335	05/17/23
New Zealand Herald	English	241,659	05/18/23
Otago Times	English	183,000	05/19/23
The Press	English	145,000	05/19/23

NETHERLANDS	LANGUAGE	CIRCULATION	DATE
De Telegraaf	Dutch	480,613	05/23/23
NRC Handelsblad	Dutch	326,200	05/24/23

SPAIN	LANGUAGE	CIRCULATION	DATE
El Pais	EU Spanish	391,816	05/24/23
La Vanguardia	EU Spanish	313,668	05/24/23

UNITED KINGDOM	LANGUAGE	CIRCULATION	DATES
The Daily Mail	English	1,014,184	05/17/23, 06/15/2023
The Times	English	386,298	05/18/23
Scotland Herald	English	68,901	05/19/23

37. Attached as **Exhibit I** are proofs of such publication.

38. **International Social Media.** International social media advertising included Facebook, Instagram, and YouTube as follows:

AUSTRALIA	LANGUAGE	DATES
YouTube	English	4/25/2023 – 6/30/2023
Facebook/Instagram	English	4/25/2023 – 6/30/2023

FRANCE	LANGUAGE	DATES
YouTube	French	4/25/2023 – 6/30/2023
Facebook/Instagram	French	4/25/2023 – 6/30/2023

IRELAND	LANGUAGE	DATES
YouTube	English	4/25/2023 – 6/30/2023
Facebook/Instagram	English	4/25/2023 – 6/30/2023

JAPAN	LANGUAGE	DATES
YouTube	Japanese	4/25/2023 – 6/30/2023
Facebook/Instagram	Japanese	4/25/2023 – 6/30/2023

NEW ZEALAND	LANGUAGE	DATES
YouTube	English	4/25/2023 – 6/30/2023
Facebook/Instagram	English	4/25/2023 – 6/30/2023

NETHERLANDS	LANGUAGE	DATES
YouTube	Dutch	4/25/2023 – 6/30/2023
Facebook/Instagram	Dutch	4/25/2023 – 6/30/2023

SPAIN	LANGUAGE	DATES
YouTube	EU Spanish	4/25/2023 – 6/30/2023
Facebook/Instagram	EU Spanish	4/25/2023 – 6/30/2023

UNITED KINGDOM	LANGUAGE	DATES
YouTube	English	4/25/2023 – 6/30/2023
Facebook/Instagram	English	4/25/2023 – 6/30/2023

39. Attached as **Exhibit J** are proofs of such publication.

#### **D. The Product Claimant Dedicated Website**

40. The Debtors, through Kroll, established the Product Claimant Website at www.EndoClaims.com, as described in the Prior Declaration. As of July 25, 2023, approximately 350,000 users have visited EndoClaims.com over more than 393,000 sessions. Attached as **Exhibit K** is a screenshot of the landing page of the Product Claimant Website.

#### **IV. Conclusion**

41. In my opinion, the robust and comprehensive efforts employed in the Debtors' Notice Plan reflect a particularly appropriate, highly targeted, efficient, and modern way to provide notice to known and unknown claimants. The Debtors' Notice Plan was broad and multi-faceted and was designed to reach the target audience in a variety of different ways and was consistent in scope to other similar restructuring matters. The Media Notice Plan component of the Debtors' Notice Plan

is estimated to have reached over 95% of adults 18 years and older with an estimated average frequency of over eight times nationwide in the United States—an optimal reach and frequency. The Media Notice Plan is estimated to also have reached an estimated 90% of adults 18 years and older with an estimated average frequency of over 10 times nationwide in Canada. Ultimately, when combined with the other methods of notice—including unmeasured methods such as community outreach and the dedicated Product Claimant Website—I believe that the overall effort achieved even greater results.

42. For all of the reasons discussed in this Supplemental Declaration, it is my opinion that the Debtors' Notice Plan effectively and efficiently reached the targeted population.

***[Remainder of Page Intentionally Left Blank]***

I declare under penalty of perjury, under the laws of the United States of America, that  
the foregoing is true and correct.

Dated: July 26, 2023  
Tigard, Oregon

/s/ Jeanne C. Finegan  
Jeanne C. Finegan

**Exhibit List**

Exhibit A – Television spot screen shots

Exhibit B – U.S. National Newspaper (Wall Street Journal)

Exhibit C – U.S. Simplified Print Notice

Exhibit D – U.S. Press Release

Exhibit E – Canadian Magazine

Exhibit F – Canadian Newspaper

Exhibit G – Canadian Social Media

Exhibit H – Canadian Press Release

Exhibit I – International Newspaper

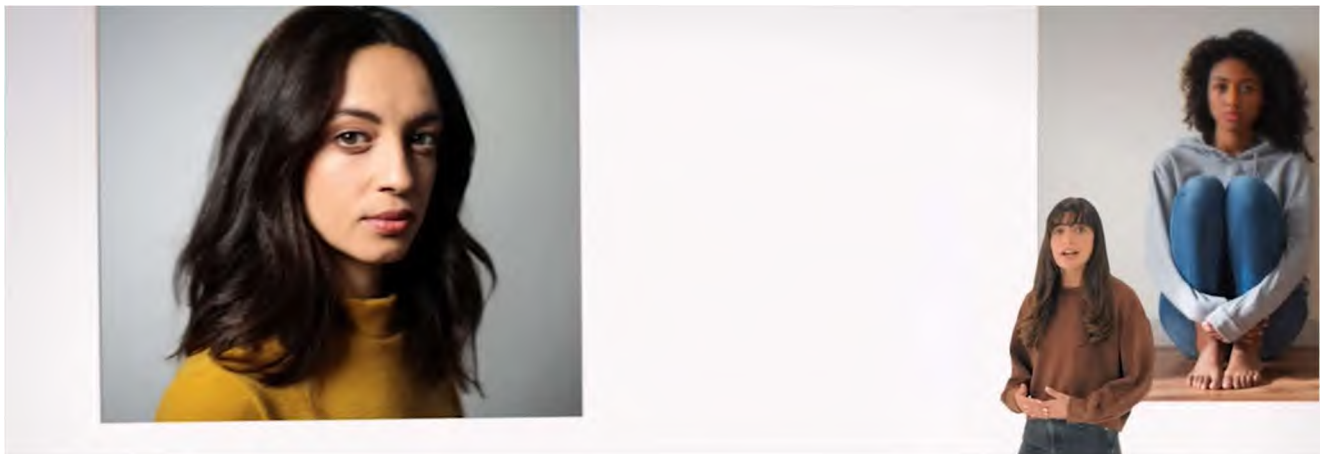
Exhibit J – International Social Media

Exhibit K – Product Claimant Website Screen Shot




# Exhibit A

**ENDO INTERNATIONAL PLC**  
**Television Spot Screen Shots**



For a more complete list of relevant companies and products manufactured and/or sold by Endo and its related companies, including full prescribing information and BOXED WARNINGS for OPANA® (oxymorphone hydrochloride), OPANA® ER (oxymorphone hydrochloride extended release), and PERCOCET® (oxycodone and acetaminophen tablets); or to file a confidential personal injury claim (including for substance abuse disorder, neonatal abstinence syndrome, mesh complications, or cancer), visit [www.EndoClaims.com](http://www.EndoClaims.com).



**The deadline to file a claim is July 7th, 2023.**



For more information visit **EndoClaims.com**  
Toll free number **877-542-1878**  
Paid for by Kroll Restructuring Administration LLC

# Exhibit B





# Exhibit C

**LEGAL NOTICE****IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PAR OR AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS, RANITIDINE, OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.****The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).****The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).****WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates manufactured and/or sold, among other things, branded opioid medications (including but not limited to OPANA® (oxymorphone hydrochloride), OPANA® ER (oxymorphone hydrochloride extended release), and PERCOCET® (oxycodone and acetaminophen tablets)), generic opioid medications, generic ranitidine medications, and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Par or American Medical Systems (AMS), or their products, including opioids, ranitidine, or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- > **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- > **Ranitidine claims:** Claims for cancer, including bladder, esophageal, pancreatic, stomach, and liver cancer, among others.
- > **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

**The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).** If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo and its related companies, including full prescribing information and BOXED WARNINGS for OPANA® (oxymorphone hydrochloride), OPANA® ER (oxymorphone hydrochloride extended release), and PERCOCET® (oxycodone and acetaminophen tablets), and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit **EndoClaims.com** or call **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at **EndoClaims.com** or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

**CALL:** 877.542.1878 (Toll-Free)  
929.284.1688 (International)

**VISIT:** EndoClaims.com

**EMAIL:** EndoInquiries@ra.kroll.com

**WRITE:** Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

# Exhibit D



IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PAR OR AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS, RANITIDINE, OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

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NEWS PROVIDED BY  
**Kroll Restructuring Administration LLC →**  
Apr 25, 2023, 10:27 ET

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**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).**

**The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

NEW YORK, April 25, 2023 /PRNewswire/ -- The following is being issued by Kroll Restructuring Administration LLC.

#### **WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates manufactured and/or sold, among other things, branded opioid medications (including but not limited to OPANA<sup>®</sup> (oxymorphone hydrochloride), OPANA<sup>®</sup> ER (oxymorphone hydrochloride extended release), and PERCOCET<sup>®</sup> (oxycodone and acetaminophen tablets)), generic opioid medications, generic ranitidine medications, and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

#### **WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Par or American Medical Systems (AMS), or their products, including opioids, ranitidine, or

- **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- **Ranitidine claims:** Claims for cancer, including bladder, esophageal, pancreatic, stomach, and liver cancer, among others.
- **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

#### **WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

The deadline to submit your proof of claim is called a **bar date**. The **bar date**, or the deadline to submit your proof of claim, is **July 7, 2023, at 5:00 p.m. (prevailing Eastern Time)**. If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo and its related companies, including full prescribing information and BOXED WARNINGS for OPANA<sup>®</sup> (oxymorphone hydrochloride), OPANA<sup>®</sup> ER (oxymorphone hydrochloride extended release), and PERCOCET<sup>®</sup> (oxycodone and acetaminophen tablets), and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit **EndoClaims.com** or call **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

#### **WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

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If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at **EndoClaims.com** or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

<b>Call:</b>	877.542.1878 (Toll-Free) 929.284.1688 (International)
<b>Write:</b>	Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Visit:</b>	EndoClaims.com
<b>Email:</b>	EndoInquiries@ra.kroll.com

SOURCE Kroll Restructuring Administration LLC

SI USTED, UN NIÑO BAJO SU  
CUIDADO U OTRO SER QUERIDO  
FUE PERJUDICADO POR ENDO O  
UNA COMPAÑÍA RELACIONADA,  
COMO PAR O AMS, O POR SUS  
PRODUCTOS (OPIOIDES,  
RANITIDINA O MALLA  
TRANSVAGINAL), SUS DERECHOS  
PUEDEN VERSE AFECTADOS POR  
LOS PLAZOS DE LA QUIEBRA DE  
ENDO. USA - español ▼

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NEWS PROVIDED BY  
**Kroll Restructuring Administration LLC →**  
Apr 25, 2023, 10:27 ET

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**La fecha límite para presentar una reclamación en la quiebra es el 7 de julio de 2023 a las 5:00 p. m. (hora actual en el este).**

**La fecha límite para objetar la venta de Endo es el 7 de julio de 2023 a las 4:00 p. m. (hora actual en el este).**

NUEVA YORK, 25 de abril de 2023 /PRNewswire-HISPANIC PR WIRE/ -- Kroll Restructuring Administration LLC emite lo siguiente.

#### **¿DE QUÉ SE TRATA?**

El 16 de agosto de 2022, Endo International plc y algunas de sus filiales se acogieron al capítulo 11 de la Ley de Quiebras en el Tribunal de Quiebras de los Estados Unidos para el Distrito Sur de Nueva York. Algunas filiales de Endo fabricaron o vendieron, entre otras cosas, medicamentos opioides de marca (como OPANA® (clorhidrato de oximorfona), OPANA® ER (liberación prolongada de clorhidrato de oximorfona) y PERCOCET® (tabletas de oxicodona y acetaminofeno)), medicamentos opioides genéricos, medicamentos genéricos de ranitidina y malla transvaginal. **Este aviso tiene como objetivo informarle de sus derechos en esta quiebra en relación con la fecha límite y el proceso de prueba de reclamación, así como la venta propuesta por Endo de básicamente todos sus activos.**

#### **¿QUÉ ES UNA RECLAMACIÓN?**

Una "reclamación" refiere al derecho a solicitar un pago u otra indemnización. Si usted, un niño bajo su cuidado u otro ser querido fue perjudicado por Endo o una compañía relacionada, como Par o American Medical Systems (AMS), o por sus productos (opioides, ranitidina o malla transvaginal), es posible que tenga derecho a reclamar contra una o más de estas entidades. Para hacer una reclamación, deberá presentar una prueba de reclamación en el caso de quiebra. Puede presentar una reclamación en nombre propio, de un niño bajo su cuidado (incluido un niño expuesto a opioides durante la gestación) o de un familiar fallecido o discapacitado. Algunos ejemplos de reclamaciones que pueden presentarse en la quiebra de Endo son los siguientes:

- **Reclamaciones por opioides:** reclamaciones por muerte, adicción o dependencia, pérdida de salario, pérdida de consorcio o síndrome de abstinencia neonatal (a veces denominado "NAS"), entre otros.
- **Reclamaciones por ranitidina:** reclamaciones por cáncer de vejiga, esófago, páncreas, estómago e hígado, entre otros.
- **Reclamaciones por malla transvaginal:** reclamaciones por dolor, infección o sangrado pélvico, entre otros.

### **¿QUÉ NECESITA SABER SOBRE LA FECHA LÍMITE Y EL PROCESO DE PRUEBA DE RECLAMACIÓN?**

**El plazo máximo para enviar su prueba de reclamación se denomina fecha límite. La fecha límite, o el plazo máximo para presentar su prueba de reclamación, es el 7 de julio de 2023 a las 5:00 p. m. (hora actual del este).** Si no presenta una prueba de reclamación antes de la fecha límite, perderá cualquier derecho que haya tenido para solicitar un pago o indemnización. Debe presentar un formulario de prueba de reclamación que se reciba efectivamente antes de la fecha límite. Usted, un tutor legal, supérstites o familiares de personas que hayan fallecido o estén discapacitadas pueden presentar un formulario de prueba de reclamación. No necesita un abogado para presentar una prueba de reclamación por usted.

Para obtener una lista más completa de las empresas y productos relevantes fabricados o vendidos por Endo y sus compañías relacionadas, incluida la información completa de prescripción y las ADVERTENCIAS en recuadro para OPANA® (clorhidrato de oximorfona), OPANA® ER (liberación prolongada de clorhidrato de oximorfona) y PERCOCET® (tabletas de oxicodona y acetaminofeno), y para obtener más detalles sobre la fecha límite y las instrucciones sobre cómo presentar una reclamación confidencial por lesiones personales, visite **EndoClaims.com** o llame al **877.542.1878 (número gratuito)** o al **929.284.1688 (internacional)**.

### **¿QUÉ NECESITA SABER SOBRE LA VENTA?**

Endo pretende vender básicamente todos sus activos en un proceso de subasta y venta en el caso de quiebra y sujeto a la aprobación del Tribunal de Quiebras. **Endo pretende ampararse en que la venta esté totalmente libre de reclamaciones, gravámenes y cargas.**

Si no está de acuerdo con la venta propuesta, debe objetarla por escrito, de manera que su objeción se reciba a más tardar el **7 de julio de 2023 a las 4:00 p. m. (hora actual del este)**. **Cualquier parte interesada que no presente y notifique debidamente su objeción dentro de la fecha límite correspondiente puede perder su derecho a reclamación**

contra los activos de Endo si se aprueba la venta. Es posible que las objeciones no presentadas o notificadas de manera errónea no sean consideradas por el Tribunal de Quiebras.

Los detalles completos sobre la venta propuesta, incluida cualquier subasta de los activos de Endo, la fecha de la audiencia para considerar la venta y las instrucciones sobre cómo presentar una objeción, están disponibles en **EndoClaims.com** o llamando al **877.542.1878 (línea gratuita) o al 929.284.1688 (internacional).**

**SI TIENE ALGUNA PREGUNTA O SI DESEA OBTENER INFORMACIÓN ADICIONAL:**

<b>Llame al:</b>	877.542.1878 (línea gratuita) 929.284.1688 (internacional)
<b>Escriba a:</b>	Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Visite:</b>	EndoClaims.com
<b>Correo electrónico:</b>	EndoInquiries@ra.kroll.com

FUENTE Kroll Restructuring Administration LLC

SOURCE Kroll Restructuring Administration LLC

Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	ZonaUtara.com
English	Online	Media & Information	Yahoo! Finance Canada
English	Online	Media & Information	Yahoo! Finance
English	Online	Media & Information	Yahoo! Finance
English	Online	Media & Information	WYTV-TV ABC-33 [Youngstown, OH]
English	Online	Media & Information	WYMT-TV [Hazard, KY]
English	Online	Media & Information	WXIX-TV FOX-19 [Cincinnati, OH]
English	Online	Media & Information	WXIN-TV FOX-59 [Indianapolis, IN]
English	Online	Media & Information	WWTI-TV ABC-50 [Watertown, NY]
English	Online	Media & Information	WWSB-TV ABC-7 [Sarasota, FL]
English	Online	Media & Information	WWNY-TV [Watertown, NY]
English	Online	Media & Information	WWLP-TV NBC-22 [Springfield, MA]
English	Online	Media & Information	WWBT-TV NBC-12 [Richmond, VA]
English	Online	Media & Information	WVVA NBC-6 [Bluefield, WV]
English	Online	Media & Information	WVUE-TV FOX-8 [New Orleans, LA]
English	Online	Media & Information	WVNS [Beckley, WV]
English	Online	Media & Information	WVLT-TV [Knoxville, TN]
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English	Online	Media & Information	WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN]
English	Online	Media & Information	WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN]
English	Online	Media & Information	WTVY-TV [Dothan, AL]
English	Online	Media & Information	WTVM-TV [Columbus, GA]
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English	Online	Media & Information	WTTV [Indianapolis, IN]
English	Online	Media & Information	WTRF [Wheeling, WV]
English	Online	Media & Information	WTOK-TV [Meridian, MS]
English	Online	Media & Information	WTOG-TV [Savannah, GA]
English	Online	Media & Information	WTNH [New Haven, CT]
English	Online	Media & Information	WTEN/ WXXA-TV [Albany, NY]
English	Online	Media & Information	WTAP-TV [Parkersburg, WV]
English	Online	Media & Information	WTAJ [Altoona, PA]
English	Online	Media & Information	WSYR-TV ABC-9 NewsChannel [Syracuse, NY]
English	Online	Media & Information	WSPA/WYCW [Spartanburg, SC]
English	Online	Media & Information	WSMV-TV NBC 4 [Nashville, TN]
English	Online	Media & Information	WSFA-TV [Montgomery, AL]
English	Online	Media & Information	WSAZ-TV [Huntington, WV]
English	Online	Media & Information	WSAW-TV [Wausau, WI]
English	Online	Media & Information	WSAV [Savannah, GA]
English	Online	Media & Information	WROC/WUHF/WZDX [Rochester, NY]
English	Online	Media & Information	WRIC [Richmond, VA]
English	Online	Media & Information	WREG [Memphis, TN]
English	Online	Media & Information	WRDW-TV [Augusta, GA]
English	Online	Media & Information	WRBL [Columbus, GA]
English	Online	Media & Information	WQRF/WTVO [Rockford, IL]
English	Online	Media & Information	WPTA-TV Fort Wayne's NBC [Fort Wayne, IN]
English	Online	Media & Information	WPRI/WNAC [Providence, RI]
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English	Online	Media & Information	WPHL [Philadelphia, PA]
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English	Online	Media & Information	WOWK-TV CBS-13 [Charleston, WV]
English	Online	Media & Information	WorkSmart Asia
English	Online	Media & Information	WOOD [Grand Rapids, MI]
English	Online	Media & Information	WOIO-TV CBS-19 [Cleveland, OH]
English	Online	Media & Information	WNTZ [Alexandria, LA]
English	Online	Media & Information	WNEM-TV CBS-5 [Saginaw, MI]
English	Online	Media & Information	WNDU-TV [South Bend, IN]
English	Online	Media & Information	WNCT [Greenville, NC]
English	Online	Media & Information	WNCN [Raleigh, NC]
English	Online	Media & Information	WNC Business
English	Online	Media & Information	WMTV-TV NBC-15 [Madison, WI]
English	Online	Media & Information	WMC-TV Action News 5 [Memphis, TN]
English	Online	Media & Information	WMBF-TV [Myrtle Beach, SC]
English	Online	Media & Information	WMBD-TV CBS 31 / WYZZ-TV FOX 43 [Peoria, IL]
English	Online	Media & Information	WMBB-TV ABC-13 [Panama City, FL]
English	Online	Media & Information	WLUC-TV [Negaunee, MI]
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Language	Media Type	Industry	Outlet Name
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English	Online	Media & Information	WKRN [Nashville, TN]
English	Online	Media & Information	WKRQ [Mobile, AL]
English	Online	Media & Information	WKBQ-TV CBS-27 [Youngstown, OH]
English	Online	Media & Information	WJZY-TV FOX-46 [Charlotte, NC]
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English	Online	Media & Information	WHNS-TV FOX [Greenville, SC]
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English	Online	Media & Information	WGN [Chicago, IL]
English	Online	Media & Information	WGHP [Greensboro, NC]
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English	Online	Media & Information	WFXR [Roanoke, VA]
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English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFLA [Tampa, FL]
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English	Online	Financial	VC News Network
English	Online	Financial	ValueBuddies
English	Online	Media & Information	Valley Times-News
English	Online	General	User Walls
English	Online	General	USA Times
English	Online	General	US Times Mirror
English	Online	Media & Information	Times of San Diego
English	Online	General	Time Bulletin USA
English	Online	General	Tim hieu Viet Nam
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English	Online	Media & Information	The Tallahassee Tribune
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English	Online	Media & Information	The State Journal
English	Online	Media & Information	The Stanly News & Press
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English	Online	Media & Information	The Saigon Times
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English	Online	General	The Malaysia Voice
English	Online	Media & Information	The Interior Journal
English	Online	Media & Information	The Greenville Advocate
English	Online	Media & Information	The Farmville Herald
English	Online	Media & Information	The Demopolis Times
English	Online	Media & Information	The Costa Rica News - TCRN
English	Online	Media & Information	The Coastland Times
English	Online	Media & Information	The Clemmons Courier
English	Online	Media & Information	The Clanton Advertiser
English	Online	Financial	The Chief Officer
English	Online	Media & Information	The Charlotte Gazette
English	Online	Media & Information	The Brewton Standard
English	Online	Media & Information	The Bogalusa Daily News
English	Online	Media & Information	The Atmore Advance
English	Online	Media & Information	The Andalusia Star-News
English	Online	Media & Information	The Advocate-Messenger
English	Online	Media & Information	Taylorsville Journal

Language	Media Type	Industry	Outlet Name
English	Online	Financial	T.U.B Investing
English	Online	Financial	T.U.B Investing
English	Online	Media & Information	Sugar House Journal
English	Online	Media & Information	Style Magazine
English	Online	Media & Information	Southwest Daily News
English	Online	Media & Information	South Valley Journal
English	Online	Media & Information	South Jordan Journal
English	Online	General	Society Magazine
English	Online	Media & Information	Smithfield Times
English	Online	Tech	SME Magazine
English	Online	Media & Information	Shelby County Reporter
English	Online	Financial	Seeking Alpha
English	Online	General	Sangri Times
English	Online	General	Sangri Times
English	Online	Media & Information	Sandy Journal
English	Online	Media & Information	Salisbury Post
English	Online	Financial	Saigon Biz (English)
English	Online	Travel & Leisure	Rivers of Living Water Mission - Home Page
English	Online	Travel & Leisure	Rivers of Living Water Mission - Home Page
English	Online	General	Rolf Suey
English	Online	Media & Information	QuadCities WHBF-TV CBS-4 / KLJB-TV FOX-18 [Rock Island, IL]
English	Online	Media & Information	Prentiss Headlight
English	Online	Media & Information	PR Newswire Asia
English	Online	Media & Information	PR Newswire Asia
English	Online	Media & Information	PR Newswire Asia
English	Online	Media & Information	PR Newswire
English	Online	Media & Information	PR Newswire
English	Online	Media & Information	PR Newswire
English	Online	Multicultural & Demographic	Portada-Online.com
English	Online	Media & Information	Port Arthur News
English	Online	Media & Information	Picayune Item
English	Online	Medical/Healthcare	Pharmnews
English	Online	Medical/Healthcare	PharmaOpportunities
English	Online	Media & Information	Pana Journal
English	Online	Media & Information	Orange Leader
English	Online	Media & Information	One News Page Global Edition
English	Online	Media & Information	One News Page Global Edition
English	Online	Media & Information	One News Page Global Edition
English	Online	Media & Information	One Caribbean Television
English	Online	Media & Information	Omaha Magazine
English	Online	Media & Information	Norwood Town News
English	Online	Media & Information	Norfolk & Wrentham News
English	Online	Media & Information	Newswav
English	Online	Media & Information	NewsBlaze US
English	Online	Financial	News Hub Asia
English	Online	Policy & Public Interest	Network Today
English	Online	Media & Information	Natick Town News
English	Online	Media & Information	Natchez Democrat
English	Online	Business Services	MyStarJob
English	Online	Media & Information	Myhighplains
English	Online	Media & Information	Murray Journal
English	Online	Transportation/Logistics	Motoring-Malaysia
English	Online	Financial	Morningstar Hong Kong
English	Online	Financial	Morningstar
English	Online	Media & Information	Millcreek Journal
English	Online	Media & Information	Midvale Journal
English	Online	Media & Information	Middlesboro News
English	Online	Media & Information	Medway & Millis News
English	Online	Medical/Healthcare	MedicinMan
English	Online	Media & Information	MB News
English	Online	Medical/Healthcare	Mazada Pharma Guide
English	Online	Medical/Healthcare	Mazada Pharma Guide
English	Online	Financial	MarketWatch
English	Online	Media & Information	Manhattanweek
English	Online	Media & Information	Manhattanweek
English	Online	Media & Information	Manhattanweek
English	Online	Financial	Malaysia Young Investor
English	Online	General	Mahalsa US

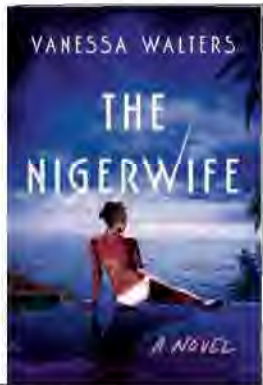
Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	Magnolia State Live
English	Online	Media & Information	MAD Incubator
English	Online	Media & Information	Luverne Journal
English	Online	Media & Information	Lowndes Signal
English	Online	Media & Information	Longview News-Journal [Longview, TX]
English	Online	Media & Information	Leesville Leader
English	Online	Media & Information	Leader Publications
English	Online	Financial	Latin Finance
English	Online	Financial	Latin Finance
English	Online	Financial	Latin Finance
English	Online	Financial	Latin Finance
English	Online	Multicultural & Demographic	Latin Business Today
English	Online	Multicultural & Demographic	Latin Business Today
English	Online	Media & Information	LaGrange Daily News
English	Online	Media & Information	L'Observateur
English	Online	Media & Information	KYOU-TV [Ottumwa, IA]
English	Online	Media & Information	KY3-TV [Springfield, TX]
English	Online	Media & Information	KXRM [Colorado Springs, CO]
English	Online	Media & Information	KXMA/KXMB [Bismark, ND]
English	Online	Media & Information	KXII-TV [Sherman, TX]
English	Online	Media & Information	KXAN-TV NBC-36 [Austin, TX]
English	Online	Media & Information	KWTX-TV [Waco, TX]
English	Online	Media & Information	KWQC-TV [Davenport, IA]
English	Online	Media & Information	KWKT-TV FOX-44 / KYLE-TV MyNetworkTV [Woodway, TX]
English	Online	Media & Information	KWCH-TV [Wichita, KS]
English	Online	Media & Information	KVVU-TV FOX-5 [Las Vegas, NV]
English	Online	Media & Information	KVLY-TV [Fargo, ND]
English	Online	Media & Information	KVEO-TV CBS-4 [Harlingen, TX]
English	Online	Media & Information	KTXL [Sacramento, CA]
English	Online	Media & Information	KTVX [Salt Lake City, UT]
English	Online	Media & Information	KTVK-TV IND-3 [Phoenix, AZ]
English	Online	Media & Information	KTVI-TV FOX-2 [St. Louis, MO]
English	Online	Media & Information	KTVF/KXDF-TV [Fairbanks, AK]
English	Online	Media & Information	KTUU-TV [Anchorage, AK]
English	Online	Media & Information	KTTC NBC-10 [Rochester, MN]
English	Online	Media & Information	KTSM [El Paso, TX]
English	Online	Media & Information	KTRE-TV [Pollock, TX]
English	Online	Media & Information	KTLA [Los Angeles, CA]
English	Online	Media & Information	KTIV-TV NBC-4 [Sioux City, IA]
English	Online	Media & Information	KTAL-TV NBC-6 [Shreveport, LA]
English	Online	Media & Information	KTAB/KRBC [Abilene, TX]
English	Online	Media & Information	KSWO-TV [Lawton, OK]
English	Online	Media & Information	KSWB [San Diego, CA]
English	Online	Media & Information	KSNW [Wichita, KS]
English	Online	Media & Information	KSNT-TV NBC-27 [Topeka, KS]
English	Online	Media & Information	KSNF/KODE [Joplin, MO]
English	Online	Media & Information	KSNB-TV [Hastings, NE]
English	Online	Media & Information	KSLA-TV [Shreveport, LA]
English	Online	Media & Information	KSFY-TV [Sioux Falls, SD]
English	Online	Media & Information	KSEE/KGPE [Fresno, CA]
English	Online	Media & Information	KRQE [Albuquerque, NM]
English	Online	Media & Information	KRON [San Francisco, CA]
English	Online	Media & Information	KREX/KFQX/KGJT [Grand Junction, CO]
English	Online	Media & Information	KPTV-TV FOX-12 [Portland, OR]
English	Online	Media & Information	KPLC-TV [Lake Charles, LA]
English	Online	Media & Information	KOTA-TV [Rapid City, SD]
English	Online	Media & Information	KOSA-TV CBS-7 [Odessa, TX]
English	Online	Media & Information	KOLR/KOZL [Springfield, MO]
English	Online	Media & Information	KOLO-TV [Reno, NV]
English	Online	Media & Information	KOLN-TV [Lincoln, NE]
English	Online	Media & Information	KOLD-TV [Tucson, AZ]
English	Online	Media & Information	KOIN-TV CBS-6 [Portland, OR]
English	Online	Media & Information	KNWA/KFTA [Fayetteville, AR]
English	Online	Media & Information	KNOP-TV [North Platte, NE]
English	Online	Media & Information	KNOE-TV [Monroe, LA]
English	Online	Media & Information	KNEP-TV NBC-4 [Scottsbluff, NE]
English	Online	Media & Information	KMVT-TV News-11 / KSVT-14 FOX [Twin Falls, ID]
English	Online	Media & Information	KMOV-TV CBS-4 [St. Louis, MO]

Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	KMID/KPEJ [Odessa, TX]
English	Online	Media & Information	KLTV-TV [Tyler, TX]
English	Online	Media & Information	KLST/KSAN [San Angelo, TX]
English	Online	Media & Information	KLRT-TV FOX-16 [Little Rock, AR]
English	Online	Media & Information	KLFY [Lafayette, LA]
English	Online	Media & Information	KLAS-TV CBS-8 [Las Vegas, NV]
English	Online	Media & Information	KKTV-TV CBS-11 [Colorado Springs, CO]
English	Online	Media & Information	KKCO-TV NBC-11 [Grand Junction, CO]
English	Online	Media & Information	KJCT-TV ABC-8 [Grand Junction, CO]
English	Online	Media & Information	KIAH [Houston, TX]
English	Online	Media & Information	KHON [Honolulu, HI]
English	Online	Media & Information	KHNL-TV Hawaii News Now [Honolulu, HI]
English	Online	Media & Information	KHMT/KSVI [Billings, MT]
English	Online	Media & Information	KGWN-TV CBS-5 [Cheyenne, WY]
English	Online	Media & Information	KGNS-TV NBC/ABC/Telemundo-8 [Laredo, TX]
English	Online	Media & Information	KGET [Bakersfield, CA]
English	Online	Media & Information	KFYR-TV [Bismarck, ND]
English	Online	Media & Information	KFVS-TV [Cape Girardeau, MO]
English	Online	Media & Information	KFOR [Oklahoma City, OK]
English	Online	Media & Information	KFDX-TV NBC-3 / KJTL-TV FOX-18 [Wichita Falls, TX]
English	Online	Media & Information	KFDA-TV [Amarillo, TX]
English	Online	Media & Information	KEYC-TV [North Mankato, MN]
English	Online	Media & Information	KEVN-TV [Rapid City, SD]
English	Online	Media & Information	KETK-TV FOX-51 [Tyler, TX]
English	Online	Media & Information	Kenbridge Victoria Dispatch
English	Online	Media & Information	KELO [Sioux Falls, SD]
English	Online	Media & Information	KDVR [Denver, CO]
English	Online	Media & Information	KDAF-TV CW-33 [Dallas, TX]
English	Online	Media & Information	KCTV-TV CBS-5 [Kansas City, MO]
English	Online	Media & Information	KCRG-TV ABC-9 [Cedar Rapids, IA]
English	Online	Media & Information	KCBD-TV [Lubbock, TX]
English	Online	Media & Information	KCAU-TV ABC-9 Siouxland Proud [Sioux City, IA]
English	Online	Media & Information	KBTX-TV News 3 [Bryan, TX]
English	Online	Media & Information	KBJR-TV NBC-6 [Duluth, MN]
English	Online	Media & Information	KARK-TV NBC-4 [Little Rock, AR]
English	Online	Media & Information	KARD/KTVE [West Monroe, LA]
English	Online	Media & Information	KAMC/KLBK
English	Online	Media & Information	KALB-TV [Alexandria, LA]
English	Online	Media & Information	KAIT-TV [Jonesboro, AR]
English	Online	Media & Information	Jessamine Journal
English	Online	Tech	IT Biz News
English	Online	Media & Information	Ironton Tribune
English	Online	Financial	Investment Juan-01
English	Online	Medical/Healthcare	Intern Daily
English	Online	Financial	Inside Out
English	Online	General	Industry News
English	Online	Media & Information	IANS [Indo-Asian News Service]
English	Online	Business Services	HR Hub
English	Online	Media & Information	Hopedale Town News
English	Online	Media & Information	Holliston Town News
English	Online	Media & Information	Holladay Journal
English	Online	Multicultural & Demographic	Hola Arkansas!
English	Online	Media & Information	Herriman Journal
English	Online	Medical/Healthcare	HealthEconomics.Com
English	Online	Medical/Healthcare	Healthcare Today
English	Online	Media & Information	Hattiesburg.com
English	Online	Travel & Leisure	Haps Magazine Korea
English	Online	Media & Information	Greenville Business Magazine
English	Online	Multicultural & Demographic	Geovanny Vicente Romero
English	Online	Media & Information	Gates County Index
English	Online	Media & Information	Franklin Town News
English	Online	Financial	Forex 100 Academy
English	Online	Media & Information	Forefront Media News
English	Online	Medical/Healthcare	FDA Reg Watch
English	Online	Retail & Consumer	Fab! Luxe
English	Online	Medical/Healthcare	ExecEdge - Healthcare Edge
English	Online	Medical/Healthcare	Escaping Pleasure Trap
English	Online	Business Services	Entrepreneur Insight

Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	Elizabethton Star
English	Online	Multicultural & Demographic	El Perico
English	Online	Media & Information	Draper Journal
English	Online	Media & Information	Davis Journal
English	Online	Media & Information	Davie County Enterprise Record
English	Online	Media & Information	Daily Leader
English	Online	Multicultural & Demographic	Cuba Journal
English	Online	Media & Information	Cottonwood Heights Journal
English	Online	Media & Information	Cordele Dispatch
English	Online	Media & Information	Connex
English	Online	Media & Information	Columbia Business Monthly
English	Online	Travel & Leisure	Coastal Today Magazine
English	Online	Media & Information	CNYhomepage
English	Online	Media & Information	Claiborne Progress
English	Online	Media & Information	City Journals
English	Online	Media & Information	ChineseWire
English	Online	Media & Information	Chester County Press
English	Online	Travel & Leisure	Cheap Fun Things To Do
English	Online	Financial	CentralCharts
English	Online	Financial	Castle Cove Investments
English	Online	Media & Information	Business Diary Philippines
English	Online	Media & Information	Business Class News
English	Online	Business Services	Business Chief APAC
English	Online	Business Services	Business Chief
English	Online	General	Bravo Filipino
English	Online	Business Services	Branding in Asia
English	Online	Media & Information	Bradfordville Bugle
English	Online	Media & Information	Boreal Community Media
English	Online	Media & Information	Bluegrass Live
English	Online	Financial	Between The Money
English	Online	Financial	Benzinga
English	Online	Financial	Barchart.com
English	Online	Financial	Banking Finance
English	Online	Financial	BambuUP
English	Online	Financial	BambuUP
English	Online	Media & Information	Austin Daily Herald
English	Online	Media & Information	AsiaOne.com
English	Online	Financial	Asia Insurance Review
English	Online	Media & Information	Ashland Town News
English	Online	Financial	ASEAN Briefing
English	Online	Media & Information	Americus Times-Recorder
English	Online	General	American Talk
English	Online	Media & Information	American Press
English	Online	Business Services	Amcham Vietnam
English	Online	Media & Information	Alexander City Outlook
English	Online	Media & Information	Albert Lea Tribune [Albert Lea, MN]
English	Online	Media & Information	Alabama Now
English	Online	Medical/Healthcare	About Pain
English	Online	Medical/Healthcare	About Pain
English	Online	Medical/Healthcare	About Pain
English	Online	Financial	88iv
Spanish	Online	Multicultural & Demographic	Zeta 92.3 FM
Spanish	Online	Multicultural & Demographic	WZZS-FM 106.9 La Número Uno / WTMJ-AM 1280 La Número Uno
Spanish	Online	Multicultural & Demographic	WZSP-FM 105.3 La Zeta [Nocatee, FL]
Spanish	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
Spanish	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
Spanish	Online	Multicultural & Demographic	Univision Canada
Spanish	Online	Multicultural & Demographic	Transporte, Logística & Comercio Internacional
Spanish	Online	Multicultural & Demographic	SuperLatina TV
Spanish	Online	Multicultural & Demographic	Show Continental
Spanish	Online	Multicultural & Demographic	Revista MUJERES Internacional
Spanish	Online	General	Quizá Me
Spanish	Online	Multicultural & Demographic	Prensa Mexicana
Spanish	Online	Media & Information	PR Newswire
Spanish	Online	Multicultural & Demographic	Play 96.5 FM
Spanish	Online	Multicultural & Demographic	Nancy Clara
Spanish	Online	Media & Information	Mundiario
Spanish	Online	Media & Information	Mundiario

<b>Language</b>	<b>Media Type</b>	<b>Industry</b>	<b>Outlet Name</b>
Spanish	Online	Multicultural & Demographic	Mi Ciudad Tampa Bay
Spanish	Online	Multicultural & Demographic	Mercadotecnia y Medios
Spanish	Online	Multicultural & Demographic	Mega TV
Spanish	Online	Multicultural & Demographic	Mega 96.3 FM
Spanish	Online	Multicultural & Demographic	Latin Business Hoy
Spanish	Online	Multicultural & Demographic	La Zeta 93.7 FM
Spanish	Online	Multicultural & Demographic	La Voz Hispanic News [Pasco, WA]
Spanish	Online	Multicultural & Demographic	La Raza 97.9 FM
Spanish	Online	Multicultural & Demographic	La Raza 93.3 FM
Spanish	Online	Multicultural & Demographic	La Prensa Hispana
Spanish	Online	Multicultural & Demographic	La Nueva 94 FM
Spanish	Online	Multicultural & Demographic	La Mega 97.9 FM
Spanish	Online	Multicultural & Demographic	La Mega 106.9 FM
Spanish	Online	Multicultural & Demographic	La Ley 107.9 FM
Spanish	Online	Multicultural & Demographic	La Familia de Broward
Spanish	Online	Multicultural & Demographic	Ismael Cala Foundation
Spanish	Online	Multicultural & Demographic	Ismael Cala
Spanish	Online	Multicultural & Demographic	Hoy en Delaware
Spanish	Online	Multicultural & Demographic	HolaDoctor
Spanish	Online	Multicultural & Demographic	Geovanny Vicente Romero
Spanish	Online	Multicultural & Demographic	EstilosBlog
Spanish	Online	Multicultural & Demographic	Energía, Industria, Comercio y Minería
Spanish	Online	Multicultural & Demographic	El Zol 106.7 FM
Spanish	Online	Multicultural & Demographic	El Perico
Spanish	Online	Multicultural & Demographic	El Colombiano
Spanish	Online	Multicultural & Demographic	Diario Horizonte - CT
Spanish	Online	Multicultural & Demographic	Conexion Florida
Spanish	Online	Multicultural & Demographic	Conexión Hispana
Spanish	Online	Multicultural & Demographic	ChicaNOL
Spanish	Online	Multicultural & Demographic	Cala Academy
Spanish	Online	Multicultural & Demographic	Buenos Dias Nebraska
Spanish	Online	Multicultural & Demographic	BocaLista
Spanish	Online	Multicultural & Demographic	areaNewYork
Spanish	Online	Multicultural & Demographic	areaConnecticut
Spanish	Online	Multicultural & Demographic	App Escala Meditando
Spanish	Online	Multicultural & Demographic	Amor 93.1 FM

# Exhibit E



## The Nigerwife

**DARK THRILLER**

(ATRIA) BY VANESSA WALTERS.  
\$37 MAY 2

Nothing is as it appears in this electrifying debut novel about Nicole, a missing young woman in Lagos, Nigeria, and her aunt Claudine, who takes matters into her own hands to find her. In Lagos, Claudine befriends the other Nigerwives (expats married to Nigerians), and discovers that Nicole's picture-perfect life is not what it seems—and that everyone has something to hide.

### + 5 MORE PULSE-POUNDING READS ABOUT FINDING LOST LOVED ONES

**CLOSER BY SEA**

(SIMON & SCHUSTER CANADA)  
BY PERRY CHAFE, \$25 MAY 23

**THE LONG WAY BACK**

(ATRIA) BY NICOLE BAART,  
\$25 JUNE 13

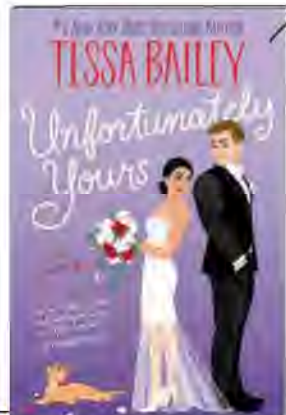
**A DROWNING WOMAN**

(GRAND CENTRAL PUBLISHING)  
BY ROBYN HARDING,  
\$25 JUNE 13

**HAVE YOU SEEN HER**

(SIMON & SCHUSTER CANADA)  
BY CATHERINE MCKENZIE, \$25  
JUNE 27

**THE DAMAGES** (RANDOM  
HOUSE CANADA) BY GENEVIEVE  
SCOTT, \$25 JULY 25



## Unfortunately Yours

**BEACHY FICTION**

(AVON) BY TESSA BAILEY,  
\$24 JUNE 6

In steam-queen Bailey's follow-up to the insanely fun *Secretly Yours*, entrepreneur Natalie and vineyard-owner August (side characters in the first novel) get their own happy ever after—but not before these flirty enemies consent to a mutually beneficial quickie marriage of convenience and learn to navigate their undeniable attraction to each other.

### + 5 MORE SIZZLING ROMANCES IN SUN-DRENCHED SETTINGS

**MEET ME AT THE LAKE**

(VIKING CANADA) BY CARLEY  
FORTUNE, \$25 MAY 2

**HAZEL FINE SINGS ALONG**

(W BY WATTPAD BOOKS) BY  
KATIE WICKS, \$25 MAY 2

**FOLLOW THE SUN**

(RANDOM HOUSE CANADA)  
BY LIZ LOCKE, \$25 JUNE 6

**THE FIVE-STAR WEEKEND**

(LITTLE, BROWN AND CO.) BY  
ELIN HILDERBRAND, \$25 JUNE 13

**24 HOURS IN ITALY**

(W BY WATTPAD BOOKS) BY  
ROMI MOONDI, \$24 JULY 18

## GET TO KNOW TESSA BAILEY

WE SAT DOWN WITH THIS BESTSELLING AUTHOR TO TALK EVERYTHING ROMANCE, AND WE'RE NOT ASHAMED TO SAY WE'RE SMITTEN!

### WHERE DO YOU GET YOUR INSPIRATION?

Everywhere. *Love Her or Lose Her* was inspired by a podcast called *Where Should We Begin?* with Esther Perel, about couples' therapy. *It Happened One Summer* was inspired by Alexis Rose from *Schitt's Creek*—the sort of flashy socialite heroine who's completely underestimated because of her image.

### WHY IS ROMANCE SO IMPORTANT?

It's an escape from the cynicism of our real lives. We want to believe that kind of love exists, because it's hopeful. When I read, I need that little assurance—I need it to be absolutely clear, by the end of the book, that the couple is always going to be this happy. And that's not realistic, obviously, but it's escapism and it's hope.

### HOW HAS ROMANCE WRITING CHANGED OVER THE YEARS?

Today, it's the same hope that was in the books I read as a teenager, but updated. We're in a new way to rom-com now, where heroes are so respecting of women. And consent is a big thing. As long as there's enthusiasm, excitement and enjoyment from both parties, anything goes.

### AND HOW HAS YOUR WRITING CHANGED?

In my 20s, I don't think I would have written a divorced male character, because I would have said, no, he's never loved anybody

except the heroine. Now, I'm not as strict about that. People have lives before they meet their significant other, and that's okay. And it's okay for them to enjoy sex before they meet each other.

### WHAT, TO YOU, IS A MODERN WOMAN?

I think it's a woman who knows what she likes and is ready to articulate it. Maybe she does want to be rescued sometimes, and does want her partner to take care of some things without being asked. It's okay to like it in fiction, even though it might not mean you want it in real life, because reading should be a safe place to explore.

### WHO ARE YOUR TOP ROMANCE AUTHORS?

Mariana Zapata and Kate Clayborn.

### FAVOURITE BOOKS?

*The Prize* by Julie Garwood and *Kulti* by Mariana Zapata.

### WHAT'S YOUR PERFECT BEACH READ?

I like stories about someone who's on a break from their regular life—something out of their comfort zone.

### DO A LOT OF PEOPLE WANT TO BE YOUR BEST FRIEND (WE DO!)?

Ha! Well, because I'm a romance reader, I feel like I know the soul of the people who read my books, and I think we recognize something in each other that's very genuine. I'm just grateful that my readers let me do what I'm doing.



**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL®, DARVON-N®, METADOL®, METADOL-D®, NUCYNTA® IR, NUCYNTA® Extended-Release, STATEX®, and TRIDURAL®) and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- > **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- > **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

**The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).** If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, Paladin Labs, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/ca/index-ca.html](https://EndoClaims.com/ca/index-ca.html) or call 877.542.1878 (Toll-Free) or 929.284.1688 (International).

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

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Claims Processing Center  
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Grand Central Station, PO Box 4850  
New York, NY 10163-4850



### health hack of the month **KISS AND MAKE UP**

No one likes fighting with their significant other. While arguments are an important part of a healthy relationship, recurring patterns of negativity can impact your emotional and physical health. A new study suggests that when one or both partners continually sidestep or retreat from difficult conversations, it can lead to lowered immune function and chronic inflammation in both partners. Working on improving your communication skills could benefit your relationship—and your health.

# health & fitness

superfood

50

nutrition

52





**HOME BASE**

summer campaign to  
end homelessness

**EVERYONE  
DESERVES A  
HOME BASE**



**Every baseball cap purchased goes  
towards ending homelessness in Canada.**

[www.raisingtheroof.org](http://www.raisingtheroof.org)

 **RAISING THE ROOF** | **CHEZ TOIT**  
Long-term Solutions for Canada's Homeless

**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

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# Culture

WHAT TO SEE, HEAR AND READ THIS MONTH



**"The Hair Appointment,"**

**by Jeremy Rodney-Hall, 2018**

This installment in Sunday School's series features natural hair braiding, which takes place in salons and living rooms—spaces that have long been community hubs within the African diaspora. The image, taken in Allma's Hair Braiding Salon in Brooklyn, captures the moment before a client leaves the appointment, in which a stylist will often document their work with a final shot against the salon wall.

## Community Rallies to Rescue Dolphin Pod

**WILDLIFE** Linda Grocock was out running errands in Digby, Nova Scotia, last November when she spotted an unusual sight off the coast: 16 Atlantic white-sided dolphins had become beached. Figuring they didn't have a lot of time—dolphins can survive out of water for only about six hours—Grocock quickly got in touch with the Halifax-based Marine Animal Response Society (MARS), as well as some friends who individually contacted the local fisheries department and posted about the dolphins on a community Facebook page.

MARS personnel were too far away to get to the dolphins in time, so they enlisted Digby's volunteer fire department to help coordinate the response. Soon, about 40 locals who had seen the news online arrived on the scene and waded into the mud flats. Then they carefully moved the dolphins to tarps or sleds and gently hauled them back to the water. It wasn't long before each dolphin was safely back in the sea, swimming with its podmates.



ROSS EDMOND/GETTY IMAGES

## Bracelet Keeps People With Dementia Safe

**INNOVATION** Project Lifesaver, founded in the U.S. state of Virginia in 1999, is a non-profit organization that helps find wandering individuals, such as those with dementia or other cognitive conditions. Participants wear frequency-emitting wristbands—a technology often more reliable than GPS.

Earlier this year, the program made its 4,000th rescue, quickly finding a seven-year-old boy with autism who had wandered away from his Indiana home during the winter.

Today, there are more than 1,700 Project Lifesaver-certified agencies in the U.S. and Canada that can locate wanderers in an average of 30 minutes.

## Bringing a Nation's Trees Back to Life

**ENVIRONMENT** Although Iraq was once the world's leading producer of dates, years of war and drought resulted in the destruction of half of the country's roughly 30 million date-palm trees.

Labeeb Kashif Al-Gitta, co-founder of agri-tech company Nakhla, is working to revive the iconic tree. For an annual subscription, Nakhla tends to residents' mature trees, so they can hopefully bear fruit once again.

Nakhla launched in 2018, and as of 2022 the company cared for more than 14,000 date palms, with hopes to reach 50,000 by the end of 2023. **R**

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## LIFE'S LIKE THAT



"Do you have any true-crime podcasts?"

### Movie Marathon

A 90-minute film takes us 2.5 hours to watch. My wife and I pause it to discuss other movies each actor was in.

—[@SOCIAL\\_MIME](#)

### Birthday Blunder

When I ordered a birthday cake for a co-worker, I gave the bakery a funny verse I had composed, as well as instructions to "add 'Happy Birthday Ruth' at the end." When we unveiled the cake, we saw the verse was done

perfectly and, true to my instructions, the message closed with the words "Happy Birthday Ruth at the end."

—SHARON MCGREGOR, *Brandon, Man.*

### Puppy Love

"You're the only man I can depend on" is something I just told my dog.

—NICOLE BYER, *comedian*

**Send us your funny stories! You could earn \$50 and be featured in the magazine. See page 2 or [rd.ca/joke](https://rd.ca/joke) for details.**

## LE MOT DE LA RÉDACTRICE EN CHEF

# S'adapter pour continuer

J'aime le magazine *Sélection*, qui a toujours publié des histoires touchantes de gens ordinaires accomplissant des choses extraordinaires. Les courriels que j'ai reçus après la publication du magazine de mai m'ont simplement confirmé la confiance que vous accordez, chères lectrices et chers lecteurs, à tout ce que nous publions. Et j'en suis très touchée. Malheureusement, au cours des deux dernières décennies, les magazines imprimés ont eu du mal à suivre la révolution numérique. Malgré tous les avantages des

nouvelles technologies, ça me rend triste de voir à quel point il est devenu difficile pour les éditeurs de maintenir un contenu de qualité dans leurs magazines. Plusieurs ont dû délaisser la version papier au profit du numérique. Et pour ne rien arranger, avec l'inflation, le prix du papier – comme celui de bien d'autres produits de base – a grimpé en flèche. Pour continuer à vous offrir les articles de qualité auxquels vous êtes habitués, nous avons dû procéder à des ajustements. C'est la raison pour laquelle ce magazine est désormais broché plutôt que relié. Le numéro de juin, comme celui de mai et ceux qui suivront, compte 80 pages.

Nos numéros spéciaux auront 104 pages. Malgré ces changements, soyez assurés que nous allons continuer à vous offrir le contenu que vous aimez.



Écrivez-moi à :  
[nora@rd.ca](mailto:nora@rd.ca)

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Abonnements au Canada, un an, 35,50 \$ plus 8,99 \$ de frais d'envoi, de traitement et de manutention. Veuillez ajouter toutes taxes applicables. Abonnements à l'étranger, un an, 54,96 \$, frais d'envoi compris. (Prix et frais de poste indiqués sous réserve de modifications.) Répertoire dans l'Index de périodiques canadiens et dans Repère. Prix de détail : 4,95 \$.

Vente et publicité Ideon Media, [james.anderson@ideonmedia.com](mailto:james.anderson@ideonmedia.com)

**Canada**

Nous remercions le gouvernement du Canada pour son soutien financier. — We acknowledge with gratitude the financial support of the Government of Canada



Sélection du Reader's Digest publie 10 numéros par année, mais peut aussi faire publier occasionnellement des numéros spéciaux (ceux-ci comptant pour deux numéros). Indiqué sous réserve de modification.

**AVIS DE PROCÉDURE LÉGALE**

**SI VOUS, UN ENFANT À CHARGE OU UN AUTRE ÊTRE CHER AVEZ ÉTÉ LÉSÉS PAR ENDO OU PAR L'UNE DE SES SOCIÉTÉS AFFILIÉES, Y COMPRIS PALADIN LABS ET AMS, OU LEURS PRODUITS, Y COMPRIS LEURS OPIOÏDES OU UN MAILLAGE TRANSVAGINAL, VOS DROITS PEUVENT ÊTRE TOUCHÉS PAR LES ÉCHÉANCES DANS LA FAILLITE D'ENDO.**

**La date de tombée pour introduire une action devant un tribunal dans le cadre de la faillite est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur).**

**La date d'échéance pour s'opposer à la vente d'Endo est le 7 juillet 2023 à 16 h (heure de l'Est en vigueur).**

**QU'EN EST-IL EXACTEMENT ?**

Le 16 août 2022, Endo International plc et certaines de ses sociétés affiliées ont présenté au tribunal des faillites des États-Unis du district Sud de New York une demande de protection en vertu de la loi sur les faillites. Certaines des sociétés affiliées d'Endo, y compris Paladin Labs et American Medical Systems (AMS), ont produit et/ou vendu entre autres des médicaments de marque à base d'opioïdes (y compris, sans toutefois s'y limiter, ABSTRAL®, DARVON-N®, METADOL®, METADOL-D®, NUCYNTA® IR, NUCYNTA® Extended-Release (libération prolongée), STATEX® et TRIDURAL®) de même qu'un maillage transvaginal. **Cet avis vise à vous informer de vos droits dans cette faillite en ce qui concerne la date de tombée, le processus de preuve de réclamation et la proposition de vente de presque tous les actifs d'Endo.**

**QU'EST-CE QU'UNE RÉCLAMATION ?**

Une « réclamation » est le droit de demander un paiement ou un autre dédommagement. Si vous, un enfant à charge ou un autre être cher avez été lésés par Endo ou une de ses sociétés affiliées, y compris Paladin labs ou AMS, ou leurs produits, y compris leurs opioïdes ou un maillage transvaginal, vous pouvez présenter une réclamation contre une ou plusieurs de ces entités. Pour présenter une réclamation, vous devez soumettre une preuve de réclamation dans le cas de faillite. Vous pouvez présenter une réclamation en votre nom, au nom d'un enfant à charge (y compris un enfant dans l'utérus qui a été exposé à des opioïdes) ou un membre de votre famille décédé ou invalide. Voici quelques exemples de réclamations pouvant être présentées dans la faillite d'Endo :

- > **Réclamations concernant des opioïdes** : réclamation pour décès, un attachement maladif ou une dépendance, une perte de salaire, une privation de compagnie conjugale, un syndrome d'abstinence néonatale (parfois référé en tant que « SAN »), pour n'en citer que quelques-unes.
- > **Réclamations concernant un maillage transvaginal** : entre autres, des réclamations pour des douleurs, de l'infection, des saignements de la zone pelvienne.



## **QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA DATE DE TOMBÉE ET DU PROCESSUS DE PREUVE DE RÉCLAMATION ?**

La date d'échéance de votre preuve de réclamation est appelée une date de tombée. La date de tombée, ou la date d'échéance pour soumettre votre preuve de réclamation est le **7 juillet 2023 à 17 h (heure de l'Est en vigueur)**. Si vous ne soumettez pas votre preuve de réclamation d'ici la date d'échéance, vous perdez tous les droits que vous pourriez avoir d'obtenir un paiement ou un dédommagement. Vous devez présenter un formulaire de preuve de réclamation qui doit être reçu d'ici la date de tombée. Un formulaire de preuve de réclamation peut être rempli par vous, par un tuteur légal, par des survivants ou par des membres de la famille d'une personne décédée ou invalide. Vous n'avez pas besoin d'un avocat pour présenter une preuve de réclamation pour vous-même.

Pour obtenir une liste plus complète des entreprises et des produits fabriqués et/ou vendus par Endo, Paladin Labs, AMS, et par leurs sociétés affiliées, et pour obtenir de détails plus complets sur la date de tombée et sur la manière de présenter une réclamation confidentielle de dommages corporels, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](https://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le **877-542-1878 (sans frais)** ou le **929-284-1688 (international)**.

## **QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA VENTE?**

Endo a l'intention de vendre essentiellement tous ses actifs dans une vente aux enchères et dans une vente, sous réserve de l'approbation du tribunal des faillites. **Endo cherche à trouver un recours dans le fait que la vente la libérera de tous les liens, engagements et réclamations.**

Si vous êtes en désaccord avec la vente proposée, vous devez vous y opposer par écrit, afin que votre objection soit reçue au plus tard le **7 juillet 2023 à 16 h (heure de l'Est en vigueur)**. **Toute partie intéressée qui ne présente pas et ne signifie pas correctement son objection à la date d'échéance peut perdre sa réclamation à l'égard des actifs d'Endo si la vente est approuvée.** Le tribunal rejettera les objections qui ne sont pas présentées et signifiées correctement.

Pour accéder aux détails complets sur la proposition de vente, y compris toute vente aux enchères pour les actifs d'Endo, la date de l'audience pour l'examen de la vente, de même que des instructions sur la manière de présenter une objection, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](https://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le **877-542-1878 (sans frais)** ou le **929-284-1688 (international)**.

### **SI VOUS AVEZ DES QUESTIONS OU SI VOUS SOUHAITEZ OBTENIR DES INFORMATIONS SUPPLÉMENTAIRES :**

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**929-284-1688 (international)**

**Envoyez un courriel à :** **EndoInquiries@ra.kroll.com**

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**Écrivez à :** **Endo International plc Claims Processing Center**  
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*Marie-Julie Gagnon nous invite à prendre le large,  
mais à le faire de façon intelligente et responsable.  
Et ce, sans jamais renier le plaisir !*

## Quand la Terre a son voyage

PAR *André Lavoie*

« **J** E SUIS UNE éternelle perdue, partout, tout le temps ! » Cette confession peut étonner de la part de Marie-Julie Gagnon, elle dont la carrière journalistique la mène aux quatre coins du monde. Se perdre plus souvent qu'à son tour, elle le perçoit comme une véritable bénédiction : « C'est ce qui m'amène à faire les plus belles découvertes. » Depuis plusieurs années, elle s'applique à nous les faire connaître aussi bien dans les pages du

journal *Le Devoir* que sur Ici Radio-Canada Première, dans différents magazines ou dans des livres au ton toujours enthousiaste (*Le voyage pour les filles qui ont peur de tout, Que reste-t-il de nos voyages ?*). Donc, à son image.

Son plus récent essai, *Voyager mieux : est-ce vraiment possible ?* (Québec Amérique), ne cherche pas à freiner notre désir d'élargir nos horizons et de faire le plein de beautés. Mais à y songer sérieusement avant de prendre le reste de la

# Exhibit F



**WRITE:** Ende International plc  
Claims Processing Center  
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FP2 financialpost.com

# FINANCIAL POST

FINANCIAL POST SATURDAY, MAY 13, 2023

## INVESTMENT

### ONEX REPORTS FIRST-QUARTER LOSS OF US\$232 MILLION

Onex Corp. reported a first-quarter loss a day after founder Jerry Schwartz officially stepped down as chief executive officer to be replaced by Bobby LeBlanc. The private equity investment firm said it is working to wind down its Canadian high-wealth management business and move the adviser teams to BNC Wealth Management Canada. The company, which keeps its books in U.S. dollars, said it lost US\$232 million or 188.8¢ per diluted share for the quarter ended March 31, compared with a profit of US\$163 million in

Q4 2022. Onex announced a dividend in March that will see BNC Wealth Management Canada's employees receive the adviser teams of Global Wealth. Onex's private wealth business, and regional distribution of Onex's investment products through its network, is transitioning with the plan. Onex recorded a non-cash impairment charge of US\$17 million related to a writedown of property and equipment, goodwill and intangible assets. A restructuring provision of US\$10 million was also taken. (The Canadian Press)

## MEDIA

# Twitter taps NBC ad chief to take over as CEO from Musk

LINDA YACCARINO

ALAN COMPTON, SARAH  
FELDER AND GARY SMITH

NBCUniversal advertising  
chief Linda Yaccarino is tak-

ing the helm at Twitter, where  
she will continue an exodus  
of marketers who left the  
social media platform since  
Elon Musk took over.

NBCUniversal announced  
her departure on Friday  
morning. Effective immedi-  
ately, The move sets the

stage for her to join Twitter  
as chief executive officer,  
said a person familiar with  
the situation who asked not  
to be identified because the  
information isn't public.  
Without naming Yaccarino,  
Musk said in a tweet on  
Thursday that he had chosen

a new CEO who would begin  
in six weeks and that he is  
shifting into the role of chief  
technology officer of the company.

Yaccarino may be in a  
unique position to deal with  
the fallout from Musk's take-  
over of Twitter last year. She  
quite a slight uptick in daily  
users since early 2022, but  
her revenue has fallen by 40  
per cent since October. At a  
recent risk investor decen-  
nial, Musk said in March. At NBC, Yaccarino  
helped launch the ad sup-  
porter addressing a crisis  
between the two networks  
and the ad industry.

She's probably your best  
bet to take over as CEO of  
Twitter, said a person familiar  
with the situation who asked  
not to be identified because  
the information isn't public.  
Without naming Yaccarino,  
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a new CEO who would begin  
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shifting into the role of chief  
technology officer of the company.  
Yaccarino may be in a  
unique position to deal with  
the fallout from Musk's take-  
over of Twitter last year. She  
quite a slight uptick in daily  
users since early 2022, but  
her revenue has fallen by 40  
per cent since October. At a  
recent risk investor decen-  
nial, Musk said in March. At NBC, Yaccarino  
helped launch the ad sup-  
porter addressing a crisis  
between the two networks  
and the ad industry.



Yaccarino, who has worked for NBCUniversal for more than a decade, is expected to take over as CEO of Twitter.

into the position.

She's probably your best  
bet to take over as CEO of  
Twitter, said a person familiar  
with the situation who asked  
not to be identified because  
the information isn't public.  
Without naming Yaccarino,  
Musk said in a tweet on  
Thursday that he had chosen

a new CEO who would begin  
in six weeks and that he is  
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works and the ad industry.

## SUPERIOR GOLD INC. SPECIAL MEETING OF SHAREHOLDERS

### NOTICE OF RECORD AND MEETING DATES

Notice is hereby given that a  
special meeting of shareholders  
of Superior Gold Inc. will be held  
on June 26, 2023. The record date  
for shareholders entitled to receive  
notice and vote at such meeting  
has been set at May 20, 2023.

## NFI Group Inc.

### Notice of Record Date

Notice is hereby given that the  
record date for a special meeting  
of the holders of common shares  
of NFI Group Inc. to consider an  
ordinary resolution approving a  
private placement of common  
shares of NFI Group Inc. has been  
set as May 23, 2023.



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## LEGAL NOTICE

IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE  
HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALLADIN  
LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR  
TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY  
DEADLINES IN THE ENDO BANKRUPTCY.

The deadline to file a claim in the bankruptcy is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).  
The deadline to object to the plan is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).

### WHAT IS THIS ABOUT?

On June 1, 2023, Endo Pharmaceuticals Inc. filed for Chapter 11 bankruptcy protection in the U.S. Bankruptcy Court for the District of Delaware. Endo is a pharmaceutical company that manufactures and distributes various pharmaceutical products, including opioids and transvaginal mesh. The bankruptcy is intended to allow Endo to reorganize its debts and continue its operations.

### WHAT IS A CLAIM?

A claim is a legal right to compensation for harm caused by a product. If you or a loved one were harmed by a product manufactured or distributed by Endo or a related company, you may have a claim. Examples of products that may be the subject of a claim include opioids and transvaginal mesh.

• **Opioid Claims:** Endo is the manufacturer of various opioid products, including Oxycodone, Hydrocodone, and Fentanyl. If you or a loved one were harmed by an opioid product, you may have a claim.

• **Transvaginal Mesh Claims:** Endo is the manufacturer of various transvaginal mesh products, including Prolift and Gynecare. If you or a loved one were harmed by a transvaginal mesh product, you may have a claim.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date is the date by which you must submit your proof of claim to the bankruptcy court. If you do not submit your proof of claim by the bar date, you will lose your right to compensation for harm caused by the product. The bar date for the Endo bankruptcy is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time). You must submit your proof of claim to the bankruptcy court by the bar date.

For a more complete list of eligible companies and products manufactured and/or sold by Endo, Prolife Labs, AMS, and other related companies, and for more complete details about the bar date and process to file a claim, please visit the Endo website at [www.endobankruptcy.com](http://www.endobankruptcy.com) or call 877.543.1878 (Toll-Free) or 929.243.4880 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo, Prolife Labs, AMS, and other related companies are being sold to a buyer. The sale is intended to allow the buyer to continue the operations of the companies and provide compensation to the claimants. The sale is subject to the approval of the bankruptcy court.

For a more complete list of eligible companies and products manufactured and/or sold by Endo, Prolife Labs, AMS, and other related companies, and for more complete details about the bar date and process to file a claim, please visit the Endo website at [www.endobankruptcy.com](http://www.endobankruptcy.com) or call 877.543.1878 (Toll-Free) or 929.243.4880 (International).

### IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 877.543.1878 (Toll-Free)  
929.243.4880 (International)  
WEB: [EndoClaims.com/Endo-claim](http://EndoClaims.com/Endo-claim)  
EMAIL: [EndoInquiries@kroll.com](mailto:EndoInquiries@kroll.com)

WRITE: Endo Information at  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

THERE WAS AN UNCONFIRMED INDICATION THAT A VERY SMALL NUMBER OF PRC DIPLOMATS EXPRESSED A PREFERENCE FOR THE (LIBERAL PARTY OF CANADA) TO THE CONSERVATIVE PARTY OF CANADA IN THE 2021 ELECTION. — DAVID JOHNSTON

SPECIAL RAPPOREUR REPORT

# Interference allegations based on weak intelligence: Johnston

Report cites poor information flow in government

By David Johnston

OTTAWA • Special rapporteur David Johnston said Tuesday that many of the foreign interference allegations made over the past year were incomplete, based on uncertain intelligence or were outright false.

Johnston, who was appointed to the role by Prime Minister Justin Trudeau in March, delivered the first of two reports Tuesday in a full public inquiry and weighed in on intelligence issues and the allegations that have been made public.

One of the most shocking allegations was reported in March by Global News citing unnamed security sources. The report suggested Toronto Liberal MP Han Dong had encouraged a People's Republic of China (PRC) official to keep Canadians Michael Kovrig and Michael Spavor in custody longer.

Johnston said he reviewed the intelligence behind this allegation and came to conclude there was no truth to it.

"The allegation is false. Mr. Dong discussed the 'two Michaels' with a PRC official, but did not suggest to the official that the PRC extend their detention," Johnston said.

Other media reports have suggested China interfered in Dong's nomination as the Liberal candidate. Johnston said there were irregularities and suspicious Chinese consulate was involved, but he also said there was no recommendation to drop Dong.

As a candidate:

"This was not an unreasonable conclusion based on the intelligence available to the prime minister at the time," Johnston concluded.

In an afternoon news conference, Johnston said the allegations against Dong were false, and he looks forward to talking to him about his future plans.

Dong resigned from the Liberal caucus to sit as an independent when the Global story aired. He also launched a lawsuit against the broadcaster.

Johnston found limited evidence to support another allegation, that 11 federal candidates had received \$250,000 funnelled through community organizations during the 2019 federal election.

"Limited intelligence" supports the notion that the Chinese government intended to fund to reach seven Liberal and four Conservative candidates, Johnston's report said, but there is no intelligence suggesting that any of them received that money.

Other reports had indicated that a network of candidates and operatives in the Greater Toronto Area were willing participants in the Chinese Communist Party's goals.

But Johnston found "no basis" to conclude that candidates were working in concert or understood the intentions of apparent Chinese government proxies who were communicating with them.

"No recommendation in Dong's nomination as the Liberal candidate. Johnston said there were irregularities and suspicious Chinese consulate was involved, but he also said there was no recommendation to drop Dong.

agents were assisting Canadian candidates running for political offices."

He said that direct quote didn't appear in any of the drafts of that memo and while something similar appeared in an early draft it was removed before a final version was sent to the prime minister.

He also said the warning the prime minister ultimately received advised him against naming China directly.

"This memorandum warns him that public efforts to raise awareness should remain general and not single out specific countries because of diplomatic sensitivities," Johnston wrote. "This is before the 'two Michaels' and the deterioration in Canada-PRC relations."

Johnston said even the most central allegation of the controversy — that China wanted to see a Liberal minority government re-elected — is based on limited intelligence.

"There was an unconfirmed indication that a very small number of PRC diplomats expressed a preference for the (Liberal Party of

Canada) to the Conservative Party of Canada in the 2021 election. Other members of diplomatic staff have had a variety of opinions and preferences," he wrote. "There was no indication that the PRC had a plan to orchestrate a Liberal minority government in 2021 or were determined that the Conservatives not win."

Johnston addressed the most recent allegations that Chinese diplomats had targeted Conservative MP Michael Chong's family. He said he found intelligence pointing to that and found it was not related to ministers, part of a much broader problem.

"It is certainly the most prominent, but not the only example of poor information flow and processing between agencies, the public service and ministers."

Johnston's report doesn't provide details on how he concluded what he did about the allegations, but he said he has drafted a confidential annex, which can be viewed by anyone with a top-secret clearance, which he said should include the opposition leaders.

Trudeau said he hopes



In a report released Tuesday, special rapporteur David Johnston said Toronto MP Han Dong, above, did not advise a Chinese official to extend the detention of Canadians Michael Kovrig and Michael Spavor.

all of the opposition leaders take the opportunity to review the classified information.

"I don't think Canadians would want or expect any of them to choose ignorance, when they can choose to have the facts laid out for them," he said.

Johnston said the intelligence leaks fueling many media stories need to be stopped, because they risk damaging public trust.

"It is a matter of urgency that all efforts be made to identify and hold the leakers responsible. Malice cannot be ruled out."

Johnston painted a picture of a deeply troubling system for sharing intelligence information that often leaves people in the dark.

"The current arrangements take the opportunity to review the information that should be brought to the attention of a minister or the prime minister does not reach them because it can be lost in the sea of material that floats through the government," he said. "We have seen intelligence that should have at least made it to the ministerial level that the relevant minister did not see."

While he ruled out a public inquiry, Johnston is pledging to hold public hearings personally on some of the key issues, including the problems of intelligence sharing. His final report is due by the end of October.

National Post  
Twitter: RyanTumilty  
tumilty@postmedia.com

LEGAL NOTICE

IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).

WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL<sup>®</sup>, DARVON<sup>®</sup>, METADOL<sup>®</sup>, METADOL-D<sup>®</sup>, NUCYN<sup>®</sup>, NUCYNDA<sup>®</sup>, Extended Release, STATEN<sup>®</sup>, and TRIBUTAL<sup>®</sup>) and transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

WHAT IS A CLAIM?

A "claim" means a right to some payment or other compensation. If you, or a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against Endo or one of these companies. To make a claim, you will need to submit a proof of claim to the bankruptcy court. You may file a proof of claim at least 15 days prior to the deadline, or you may file a proof of claim up to the deadline. If you do not file a proof of claim by the deadline, you will not be able to participate in the bankruptcy process.

- Opioid Claims: Claimants must submit a proof of claim by the deadline to the bankruptcy court.
- Transvaginal mesh claims: Claimants must submit a proof of claim by the deadline to the bankruptcy court.

WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any claim you may have against Endo or one of these companies. You must file a proof of claim form to make it official. You may file a proof of claim form at least 15 days prior to the deadline, or you may file a proof of claim up to the deadline. If you do not file a proof of claim by the deadline, you will not be able to participate in the bankruptcy process.

For a more complete list of related companies and products manufactured and/or sold by Endo, Paladin Labs, AMS, and their related companies, and for more complete details about the bar date and proof of claim process, please visit the Endo website at [www.endo.com/bankruptcy](https://www.endo.com/bankruptcy) or call 877.543.1878 (Toll-Free) or 929.243.4880 (International).

WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo, Paladin Labs, and AMS are all substantially all of its assets, as an auction and sale process in the bankruptcy court and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be the best and most of all claims, fair, and reasonable.

If you object to the proposed sale of Endo's assets, you must file a proof of claim by the deadline to make it official. If you do not file a proof of claim by the deadline, you will lose any claim you may have against Endo or one of these companies. You must file a proof of claim form to make it official. You may file a proof of claim form at least 15 days prior to the deadline, or you may file a proof of claim up to the deadline. If you do not file a proof of claim by the deadline, you will not be able to participate in the bankruptcy process.

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IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 877.543.1878 (Toll-Free)  
929.243.4880 (International)  
WRITE: Endo Claims Processing Center  
c/o Kroll Reputational Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850  
EMAIL: [EndoInquiries@kroll.com](mailto:EndoInquiries@kroll.com)

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AVIS DE PROCÉDURE LÉGALE

**SI VOUS, UN ENFANT À CHARGE OU UN AUTRE ÊTRE CHER AVEZ ÉTÉ LÉSÉS PAR ENDO OU PAR L'UNE DE SES SOCIÉTÉS AFFILIÉES, Y COMPRIS PALADIN LABS ET AMS, OU LEURS PRODUITS, Y COMPRIS LEURS OPIOÏDES OU UN MAILLAGE TRANSVAGINAL, VOS DROITS PEUVENT ÊTRE TOUCHÉS PAR LES ÉCHÉANCES DANS LA FAILLITE D'ENDO.**

La date de tombée pour introduire une action devant un tribunal dans le cadre de la faillite est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur).

La date d'échéance pour s'opposer à la vente d'Endo est le 7 juillet 2023 à 16 h (heure de l'Est en vigueur).

**QU'EN EST-IL EXACTEMENT ?**

Le 10 mai 2022, Endo International plc et certaines de ses sociétés affiliées ont présenté au tribunal des faillites des États-Unis au district Sud de New York une demande de protection en vertu de la loi sur les faillites. Certaines des sociétés affiliées d'Endo, y compris Paladin Labs et American Medical Systems (AMS), ont produit et/ou vendu entre autres des médicaments de marque à base d'opioïdes (y compris, sans toutefois s'y limiter, ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-35<sup>®</sup>, NUCYNTA<sup>®</sup>, IR NUCYNTA<sup>®</sup>, Axamed-Science, Libération, prolozone<sup>®</sup>, STANTEK<sup>®</sup> et TRIDURAL<sup>®</sup>) de même qu'un maillage transvaginal. Cet avis vise à vous informer de vos droits dans cette faillite en ce qui concerne la date de tombée, le processus de preuve de réclamation et la proposition de vente de presque tous les actifs d'Endo.

**QU'EST-CE QU'UNE RÉCLAMATION ?**

Une «réclamation» est le droit de demander un paiement ou un autre dédommagement. Si vous, un enfant à charge ou un autre être cher avez été lésés par Endo ou une des sociétés affiliées, y compris Paladin Labs ou AMS, ou leurs produits, y compris leurs opioïdes ou un maillage transvaginal, vous pouvez présenter une réclamation contre une ou plusieurs de ces entités. Pour présenter une réclamation, vous devez soumettre une preuve de réclamation dans le cas de faillite. Vous pouvez présenter une réclamation en votre nom, au nom d'un enfant à charge (y compris un enfant dans l'utérus qui a été exposé à des opioïdes ou un membre de votre famille décédé ou invalide). Voici quelques exemples de réclamations pouvant être présentées dans la faillite d'Endo :

- **Réclamations concernant des opioïdes :** réclamation pour décès, un attachement maladif ou une dépendance, une perte de salaire, une privation de compagnie conjugale, un syndrome d'abstinence néonatale (parfois référé en tant que « SAN »), pour n'en citer que quelques-unes.
- **Réclamations concernant un maillage transvaginal :** entre autres, des réclamations pour des douleurs, de l'infection, des saignements de la zone pelvienne.

**QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA DATE DE TOMBÉE ET DU PROCESSUS DE PREUVE DE RÉCLAMATION ?**

La date d'échéance de votre preuve de réclamation est appelée une date de tombée. La date de tombée, ou la date d'échéance pour soumettre votre preuve de réclamation est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur). Si vous ne soumettez pas votre réclamation d'ici la date d'échéance, vous perdez tous les droits que vous pourriez avoir d'obtenir un paiement ou un dédommagement. Vous devez présenter un formulaire de preuve de réclamation qui doit être reçu d'ici la date de tombée. Un formulaire de preuve de réclamation peut être rempli par vous, par un tuteur légal, par des survivants ou par des membres de la famille d'une personne décédée ou invalide. Vous n'avez pas besoin d'un avocat pour présenter une preuve de réclamation pour vous-même.

Pour obtenir une liste plus complète des entreprises et des produits fabriqués et/ou vendus par Endo, Paladin Labs, AMS, et par leurs sociétés affiliées, et pour obtenir de détails plus complets sur la date de tombée et sur la manière de présenter une réclamation confidentielle de dommages corporels, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le 877-542-1878 (sans frais) ou le 929-284-1688 (international).

**QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA VENTE ?**

Endo a l'intention de vendre, soit tout ou en partie, tous ses actifs d'Amérique du Nord, y compris toutes ses réserves de l'approvisionnement du tribunal des faillites. Endo cherche à trouver un repreneur dans le fait que la vente la libérera de tous les liens, engagements et réclamations.

Si vous êtes en désaccord avec la vente proposée, vous devez vous y opposer par écrit, afin que votre objection soit reçue au plus tard le 7 juillet 2023 à 16 h (heure de l'Est en vigueur). Toute partie intéressée qui ne présente pas ou ne signe pas correctement son objection à la date d'échéance peut perdre sa réclamation à l'égard des actifs d'Endo si la vente est approuvée. Les tribunaux reçoivent des objections qui ne sont pas présentées aux audiences correspondantes.

Pour accéder aux détails complétés de la proposition de vente, y compris tous vos renseignements pour les actifs d'Endo, la date de l'audience pour l'approbation de la vente, des détails des instructions sur la manière de présenter une objection, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le 877-542-1878 (sans frais) ou le 929-284-1688 (international).

**SI VOUS AVEZ DES QUESTIONS OU SI VOUS SOUHAITEZ OBTENIR DES INFORMATIONS SUPPLÉMENTAIRES :**

Composez le : 877-542-1878 (sans frais)  
929-284-1688 (international)

Envoyez un courriel à : [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Visitez le site : [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html)

Écrivez à : Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850, New York, NY 10163-4850



**Un travailleur  
survit après  
avoir été  
écrasé par  
une pelle  
mécanique**

Un travailleur a subi d'horribles blessures lorsqu'une énorme pelle mécanique lui est passée sur le corps, hier matin, dans le secteur d'Outremont. L'accident de travail s'est produit vers 8 h, sur le chantier de construction de l'agrandissement de l'école Paul-Gérin-Lajoie. Pour une raison encore inconnue, l'opérateur d'une pelle mécanique a roulé sur l'un de ses collègues, lui infligeant de très graves blessures aux membres inférieurs. La victime a été transportée d'urgence à l'hôpital. Après avoir craint pour sa vie, les autorités ont indiqué qu'il était hors de danger en fin de journée hier.

Montréal

# Communauto prend de l'expansion

AGENCE QMI | Plus de voitures et des zones de stationnement ajoutées, Communauto a vu plus grand cette année afin de satisfaire à la demande toujours plus importante à Montréal.

L'entreprise d'autopartage a fait part hier de plusieurs nouveautés qui

seront mises en place dès les prochaines semaines.

Ainsi, le parc de voitures s'agrandit cette année avec 885 véhicules, qui s'ajoutent à la flotte déjà en circulation. Sur ce total, 774 véhicules seront disponibles avec une réservation en station et 115 en FLUX.

À titre de comparaison, Communauto n'avait pu se procurer que 350 automobiles l'an passé en raison des difficultés d'approvisionnement.

**PROJET PILOTE**

Un projet pilote de 50 nouvelles « stations-zones » sera aussi lancé cette année pour donner plus de marge de manœuvre aux clients.

Les voitures seront disponibles dans la rue avec des vignettes de stationnement comme les Communauto FLEX, mais pourront être réservées jusqu'à un mois d'avance. Elles seront garées dans une aire de 500 mètres sur 500 mètres.

« Ça permet au client de savoir que la voiture va se trouver dans une zone suffisamment petite pour ne pas marcher une distance folle pour aller chercher sa voiture », a expliqué Benoît Robert, président de Communauto, en point de presse.

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ON VOUS ATTEND!**



# « Rien à cacher » sur le référendum de 1995

**Legault veut que l'information soit rendue publique**

**AGENCE QMI | François Legault est d'accord avec la proposition du Parti Québécois de dévoiler les documents de l'enquête sur le référendum de 1995, mais il veut d'abord s'assurer de ce que le gouvernement a le droit de faire.**

« Moi, je suis d'accord qu'on aille au fond du dossier. On n'a rien à cacher », a-t-il dit, hier, en réponse à la question d'un journaliste qui lui demandait son avis sur la proposition de Paul St-Pierre Plamondon de déclassifier toutes les informations obtenues dans le cadre de la commission Grenier, qui a enquêté en 2001 sur les activités d'Option Canada, le camp du « Non », avant le référendum de 1995.

Le chef péquiste dit avoir reçu un avis juridique confirmant que le gouvernement a le pouvoir de déclassifier ces documents en adoptant une loi.

François Legault, lui, soutient qu'il faut d'abord examiner de près le gouvernement à l'échelle de la loi.

« Il faut évidemment parler avec le directeur général des élections, il faut regarder

aussi les contraintes qu'a mises le commissaire Grenier », a affirmé le premier ministre du Québec.

« Mais moi, ce que je souhaite, c'est que toute l'information possible soit rendue publique ».

Paul St-Pierre Plamondon a soutenu que le dévoilement de l'enquête sur le référendum de 1995 pourrait « changer l'avenir ».

## LES AUTRES PARTIS

Selon lui, si le référendum de 1995 « a bel et bien eu lieu sous le signe de la fraude et des manœuvres machinées », la légitimité de l'option souverainiste s'en trouverait renforcée.

Le Parti Québécois déposera aujourd'hui une motion pour demander à tous les partis de soutenir une loi qui demanderait de déclassifier les documents de la commission Grenier.

Le porte-parole de Québec solidaire, Gabriel Nadeau-Dubois, a dit que son parti appuiera l'initiative du PQ.

Quant au chef intérimaire du Parti libéral du Québec, il n'a pas voulu se prononcer, prétextant qu'il veut d'abord voir le texte précis de la motion.



FRANÇOIS LEGAULT  
Premier ministre  
du Québec

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## AVIS DE PROCÉDURE LÉGALE

**SI VOUS, UN ENFANT À CHARGE OU UN AUTRE ÊTRE CHER AVEZ ÉTÉ LÉSÉS PAR ENDO OU PAR L'UNE DE SES SOCIÉTÉS AFFILIÉES, Y COMPRIS PALADIN LABS ET AMS, OU LEURS PRODUITS, Y COMPRIS LEURS OPIOIDES OU UN MAILLAGE TRANSVAGINAL, VOS DROITS PEUVENT ÊTRE TOUCHÉS PAR LES ÉCHÉANCES DANS LA FAILLITE D'ENDO.**

La date de tombée pour introduire une action devant un tribunal dans le cadre de la faillite est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur).

La date d'échéance pour s'opposer à la vente d'Endo est le 7 juillet 2023 à 16 h (heure de l'Est en vigueur).

## QU'EN EST-IL EXACTEMENT ?

Le 14 mai 2022, Endo International plc et certaines de ses sociétés affiliées ont présenté au tribunal des faillites des États-Unis du district Sud de New York une demande en protection vis-à-vis de la loi sur les faillites. Certaines des sociétés affiliées d'Endo, y compris Paladin Labs et American Medical Systems (AMS), ont produit et/ou vendu entre autres des médicaments de marque à base d'opioïdes (y compris, sans toutefois s'y limiter, ABSTRAL®, DARVON-®N®, METADOL®, METALON® PF, NUZYNA®, B. NUZYNA®, Examenet-Révision (libération prolongée), STATEN® et TRIDOLAN®) à l'échelle internationale transnationale. C'est avis visé à vous informer de vos droits dans cette faillite en ce qui concerne la date de tombée, le processus de preuve de réclamation et la proposition de vente de presque tous les actifs d'Endo.

## QU'EST-CE QU'UNE RÉCLAMATION ?

Une « réclamation » est le droit de demander un paiement ou un autre dédommagement. Si vous, un enfant à charge ou un autre être cher avez été lésés par Endo ou l'une de ses sociétés affiliées, y compris Paladin Labs et AMS, ou leurs produits, y compris leurs opioïdes ou un maillage transvaginal, vous pouvez présenter une réclamation contre une ou plusieurs de ces sociétés. Pour présenter une réclamation, vous devez soumettre une preuve de réclamation dans le cas de faillite. Vous pouvez présenter une réclamation en votre nom, au nom d'un enfant à charge (y compris un enfant âgé d'un an ou plus) ou en votre nom en tant que membre de votre famille (y compris un adulte). Voici quelques exemples de réclamations pouvant être présentées dans la faillite d'Endo :

- **Réclamations concernant des opioïdes** : (réclamations pour des, surdosages, dépendances ou pour des décès, une perte de salaire, une perte de compagnie conjugale, un syndrome d'abandonnement néonatal (parties référées au tant que « SAN »), pour d'autres que quelques-unes)
- **Réclamations concernant un maillage transvaginal** : entre autres, des réclamations pour des douleurs, de l'infection, des saignements de la zone pelvienne

## QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA DATE DE TOMBÉE ET DU PROCESSUS DE PREUVE DE RÉCLAMATION ?

La date d'échéance de votre preuve de réclamation est appelée une date de tombée. La date de tombée, ou la date d'échéance pour soumettre votre preuve de réclamation est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur). Si vous ne soumettez pas votre réclamation à la date d'échéance, vous perdez tous les droits que vous pourriez avoir d'obtenir un paiement ou un dédommagement. Vous devez présenter un formulaire de preuve de réclamation qui doit être reçu à la date de tombée. Un formulaire de preuve de réclamation peut être rempli par vous, par un avocat légal, par des bénévoles ou par des membres de la famille d'une personne décédée ou invalidée. Vous n'avez pas besoin d'un avocat pour présenter une preuve de réclamation pour vous-même.

Pour obtenir une liste plus complète des entreprises et des produits fabriqués, envoyez par Email, par courriel, AMS, et par les sociétés affiliées, et par le service de renseignements sur la faillite, contactez la faillite pour présenter une réclamation confidentielle de dommages corporels, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le 877-542-1878 (sans frais) ou le 928-284-1688 (international).

## QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA VENTE ?

Envisagez l'acquisition de vos biens (personnel, courtoisie, droits, droits contractuels, brevets et droits de vente) sous réserve de l'approbation du tribunal des faillites. Endo cherche à trouver un repreneur dans le fait que la vente la libérera de tous les liens, engagements et réclamations.

Si vous êtes en désaccord avec la vente proposée, vous devez vous y opposer par écrit, afin que votre objection soit reçue au plus tard le 7 juillet 2023 à 16 h (heure de l'Est en vigueur). Toute partie intéressée qui ne présente pas et ne signifie pas correctement son objection à la date d'échéance peut perdre sa réclamation à l'égard des actifs d'Endo si la vente est approuvée. Le tribunal confiera des réponses relatives aux questions et aux objections concernant la vente.

Pour accéder aux documents relatifs à la proposition de vente, y compris une conférence avec les créanciers pour les actifs d'Endo, la date de la conférence pour l'admission de la faillite, demandez que des renseignements sur la manière de présenter une objection, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le 877-542-1878 (sans frais) ou le 928-284-1688 (international).

## SI VOUS AVEZ DES QUESTIONS OU SI VOUS SOUHAITEZ OBTENIR DES INFORMATIONS SUPPLÉMENTAIRES :

Composez le : 877-542-1878 (sans frais)  
929-284-1688 (international)

Envoyez un courriel à : [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Visitez le site : [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html)


Écrivez à : Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850, New York, NY 10163-4850

# Exhibit G

**ENDO INTERNATIONAL PLC**

Canada Social Media

You, a child in your care, or other loved ones may have a claim in the Endo bankruptcy if harmed by Endo, AMS, Paladin Labs, or a related company or their products including transvaginal mesh and opioids.



**ENDO BANKRUPTCY**

**File a claim by July 7**

**Object to Endo's sale by July 7**

ENDOCLAIMS.COM


**File a claim by July 7. Object to Endo's sale by July 7**

Court Authorized Notice

[Learn more](#)

This advertisement features a close-up portrait of a woman with long brown hair, looking slightly to the side with a neutral expression. The text is overlaid on the image in white and blue boxes. The background is a dark, solid color.

You, a child in your care, or other loved ones may have a claim in the Endo bankruptcy if harmed by Endo, AMS, Paladin Labs, or a related company or their products including transvaginal mesh and opioids.



**ENDO BANKRUPTCY**

**File a claim by July 7**

**Object to Endo's sale by July 7**

ENDOCLAIMS.COM

**File a claim by July 7. Object to Endo's sale by July 7**

Court Authorized Notice

[Learn more](#)

This advertisement features a close-up portrait of a man with a beard and a baseball cap, looking directly at the camera. The text is overlaid on the image in white and green boxes. The background is a dark, solid color.

# Exhibit H

IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY. Français Français

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NEWS PROVIDED BY

**Kroll Restructuring Administration LLC →**

25 Apr, 2023, 10:27 ET

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**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).**

**The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

NEW YORK, April 25, 2023 /CNW/ -- The following is being issued by Kroll Restructuring Administration LLC.

### **WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-D<sup>®</sup>, NUCYNTA<sup>®</sup> IR, NUCYNTA<sup>®</sup> Extended-Release, STATEX<sup>®</sup>, and TRIDURAL<sup>®</sup>) and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**





### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- Opioid Claims: Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- Transvaginal mesh claims: Claims for pelvic pain, infection, bleeding, among others.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, Paladin Labs, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com](https://EndoClaims.com) or call 877.542.1878 (Toll-Free) or 929.284.1688 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale **will** be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at **EndoClaims.com** or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

<b>Call:</b>	877.542.1878 (Toll-Free) 929.284.1688 (International)
<b>Write:</b>	Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Visit:</b>	EndoClaims.com/CA
<b>Email:</b>	EndoInquiries@ra.kroll.com

SOURCE Kroll Restructuring Administration LLC

For further information: Linda Huss, [media.relations@endo.com](mailto:media.relations@endo.com)

SI VOUS, UN ENFANT DONT VOUS AVEZ LA GARDE OU UN AUTRE ÊTRE CHER AVEZ SUBI UN PRÉJUDICE DE LA PART D'ENDO OU D'UNE ENTREPRISE APPARENTÉE, Y COMPRIS PALADIN LABS ET AMS, OU DE LEURS PRODUITS, Y COMPRIS LES OPIOÏDES OU LE MAILLAGE TRANSVAGINAL, VOS DROITS POURRAIENT ÊTRE TOUCHÉS PAR LES ÉCHÉANCES PRÉVUES DANS LA FAILLITE D'ENDO.

English

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NOUVELLES FOURNIES PAR  
**Kroll Restructuring Administration LLC →**  
25 avr, 2023, 10:27 ET

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**La date limite pour présenter une réclamation en cas de faillite est le 7 juillet 2023, à 17 h (heure normale de l'Est).**

**La date limite pour s'opposer à la vente d'Endo est le 7 juillet 2023, à 16 h (heure normale de l'Est).**

NEW YORK, 25 avril 2023 /CNW/ - Ce qui suit est émis par Kroll Restructuring Administration LLC.

### **DE QUOI EST-IL QUESTION?**

Le 16 août 2022, Endo International plc et certaines de ses sociétés affiliées ont déposé une demande de faillite en vertu du chapitre 11 devant le Tribunal de la faillite des États-Unis pour le district sud de New York. Certaines filiales d'Endo, dont Paladin Labs et American Medical Systems (AMS), ont fabriqué et/ou vendu, entre autres, des médicaments opioïdes de marque (notamment ABSTRAL<sup>®</sup>),

DARVON-N<sup>MD</sup>, METADOL<sup>MD</sup>, METADOL-D<sup>MD</sup>, NUCYNTA<sup>MD</sup> IR, NUCYNTA<sup>MD</sup> à libération prolongée, STATEX<sup>MD</sup> et TRIDURAL<sup>MD</sup>) et des maillages transvaginaux. **Le présent avis a pour but de vous informer de vos droits dans le cadre de cette faillite en ce qui concerne la date d'expiration de la réclamation et le processus de preuve de réclamation et la vente proposée par Endo de la quasi-totalité de ses actifs.**

### **QU'EST-CE QU'UNE RÉCLAMATION?**

Une « réclamation » signifie le droit de demander un paiement ou une autre indemnisation. Si vous, un enfant dont vous avez la garde ou un autre être cher avez subi un préjudice de la part d'Endo ou d'une entreprise apparentée, y compris Paladin Labs ou AMS, ou de leurs produits, y compris les opioïdes ou le maillage transvaginal, vous pouvez avoir une réclamation contre une ou plusieurs de ces entités. Pour faire une réclamation, vous devrez présenter une preuve de réclamation dans le cas de la faillite. Vous pouvez présenter une demande de règlement en votre nom, au nom d'un enfant dont vous avez la garde (y compris un enfant exposé aux opioïdes dans l'utérus), ou d'un parent décédé ou handicapé. Voici des exemples de réclamations qui peuvent être déposées dans le cadre de la faillite d'Endo :

- **Demandes relatives aux opioïdes** : Les réclamations pour décès, toxicomanie ou dépendance, perte de salaire, perte de consortium ou syndrome d'abstinence néonatale (parfois appelé « SAN »), entre autres.
- **Allégations de maillage transvaginal** : Réclamations pour douleurs pelviennes, infections, saignements, entre autres.

### **QUE DEVEZ-VOUS SAVOIR SUR LA DATE DE D'EXPIRATION DE LA RÉCLAMATION ET LA PROCÉDURE DE DEMANDE D'INDEMNISATION?**

**La date limite pour présenter une preuve de demande de règlement est appelée « date limite ».** **La date limite pour présenter votre preuve de réclamation est le 7 juillet 2023, à 17 h (heure de l'Est).** Si vous ne présentez pas de preuve de réclamation avant la date limite, vous perdrez tout droit que vous pourriez avoir de demander un paiement ou une indemnisation. Vous devez produire un formulaire de preuve de réclamation pour qu'il soit effectivement reçu avant la date d'expiration de la réclamation. Un formulaire de preuve de réclamation peut être rempli par vous, un tuteur légal, des survivants ou des parents de personnes décédées ou handicapées. Vous n'avez pas besoin d'un avocat pour déposer une preuve de réclamation pour vous.

Pour obtenir une liste plus complète des entreprises et des produits pertinents fabriqués et/ou vendus par Endo, Paladin Labs, AMS et leurs sociétés apparentées, et pour obtenir des détails plus complets sur la date d'expiration de la réclamation et des instructions sur la façon de déposer une demande confidentielle de réclamation pour préjudice personnel, visitez **EndoClaims.com** ou composez le **877.542.1878 (sans frais)** ou le **929.284.1688 (international)**.

### **QUE FAUT-IL SAVOIR SUR LA VENTE?**

Endo a l'intention de vendre la quasi-totalité de ses actifs dans le cadre d'un processus de vente aux enchères dans l'affaire de faillite et sous réserve de l'approbation du tribunal de la faillite. **Endo demande réparation pour que la vente soit libre et exempte de toute réclamation, privilège et charge.**

Si vous n'êtes pas d'accord avec le plan, vous pouvez vous y opposer par écrit. Votre avis d'opposition doit être reçu au plus tard le **7 juillet 2023, à 16 h, heure de l'Est. Toute partie dans l'intérêt qui omet de déposer et de signifier son opposition avant la date limite d'opposition peut perdre sa réclamation contre les actifs d'Endo si la vente est approuvée.** Les avis d'opposition qui ne sont pas déposés et signifiés en bonne et due forme pourraient ne pas être examinés par la cour des faillites.

Tous les détails sur la vente proposée, y compris toute vente aux enchères des biens d'Endo, la date de l'audience pour examiner la vente et les instructions sur la façon de déposer une opposition, sont disponibles sur **EndoClaims.com** ou en composant le **877.542.1878 (sans frais)** ou le **929.284.1688 (international)**.

### **SI VOUS AVEZ DES QUESTIONS OU SI VOUS SOUHAITEZ OBTENIR DES RENSEIGNEMENTS SUPPLÉMENTAIRES :**

<b>Composez le :</b>	877,542-1878 (sans frais) 929,284-1688 (numéro de téléphone international)
<b>Écrivez à :</b>	Endo International plc Claims Processing Center a/s de Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Consultez le site :</b>	EndoClaims.com/CA
<b>Courriel :</b>	EndoInquiries@ra.kroll.com

SOURCE Kroll Restructuring Administration LLC

<b>Language</b>	<b>Media Type</b>	<b>Industry</b>	<b>Outlet Name</b>
English	Online	Media & Information	Yahoo! Finance Canada
English	Online	Media & Information	Yahoo! Finance
English	Online	Media & Information	Yahoo! Finance
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
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English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	General	User Walls
English	Online	General	User Walls
English	Online	Travel & Leisure	Rivers of Living Water Mission - Home Page
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English	Online	Media & Information	PR Newswire
English	Online	Media & Information	One News Page Global Edition
English	Online	Media & Information	One Caribbean Television
English	Online	Media & Information	Newswire.ca
English	Online	Media & Information	Masthead
English	Online	Media & Information	IANIS [Indo-Asian News Service]
English	Online	General	Fav of Canada
English	Online	General	Daily Guardian - Canada
English	Online	Financial	CEO.CA
English	Online	General	Canadian Trends
English	Online	General	Canadian Reviews
English	Online	Policy & Public Interest	Canadian Journalism Forum on Violence and Trauma
English	Online	Media & Information	Canadian Business Journal
English	Online	Financial	Benzinga
English	Online	Media & Information	AsiaOne.com
English	Online	Medical/Healthcare	About Pain
French	Online	General	Tolerance.ca
French	Online	Media & Information	Newswire.ca
French	Online	Media & Information	L'annonceur.ca

# Exhibit I



**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).**

**The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).**

#### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

#### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

#### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

**The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).** If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/au/index-au.html](https://EndoClaims.com/au/index-au.html) or call 929.284.1688 (International).

#### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (U.S. Eastern Time)**. Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/au/index-au.html](https://EndoClaims.com/au/index-au.html) or by calling 929.284.1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

**CALL:** 929.284.1688 (International)

**VISIT:** [EndoClaims.com/au/index-au.html](https://EndoClaims.com/au/index-au.html)

**EMAIL:** [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

**WRITE:** Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850

# Mayors plead for heavy levy to be lifted



Alexi Demetriadi

NSW's mayors are united in their opposition to an emergency services levy hike, warning Chris Minns that ratepayers and services will suffer if the strain on councils' purse strings is not eased.

The decision to hike the Emergency Services Levy – which funds NSW's emergency services, paid by insurance premiums, local councils and the state government – was instigated by the previous administration, as was the scrapping of subsidies to offset the levies.

NSW's 128 councils will collectively contribute \$219 million to the levy in 2023-24, \$77 million more than the current financial year.

One council said they found out when they received an invoice last month while others have been ripping up budgets after the state government confirmed it would enforce the cost rise and not resume the subsidies.

City of Sydney Lord Mayor Clover Moore revealed her council would have to fork out about \$6.6 million, including \$2.2 million in new costs.

"It's a blatant cost shift, an imposition on councils to help the state government," she said. "It will significantly impact our capacity to deliver services and infrastructure."

The concerns aren't contained to Sydney. Lismore mayor Steve Krieg blasted the move. "If we're forced to pay an extra \$390,000 that's money that can't be spent on flood recovery," he said.

"We'd have to remove something from the budget."

In Tweed the move has made a difficult situation "impossible ... we're in a flood recovery and now we're getting



**Tweed Shire Council Mayor Chris Cherry is one of many furious at the extra money councils have been asked to find. Picture: Matt Roberts**

an extra cost," mayor Chris Cherry said, adding council would need to find about \$550,000 in the budget.

"The state government has made it incredibly hard."

Coffs Harbour mayor Paul Amos said council didn't get a warning but received an invoice in late April.

"It came out the blue," he said. "We followed the IPART increase process, which would generate about \$850,000, and now about \$700,000 of that will disappear."

Wagga mayor Dallas Tout called the unexpected hike "horrendous".

"Something will have to give, whether that's libraries or roads," he said.

Mr Tout explained council had made plans for a 40 per cent rise – an extra \$1.4 million. "But it was 60 per cent, an extra \$1.6 million," he said. "We have until June to find \$200,000 – it has not been a good start for relations between local and state governments."

A state government spokesman blamed the previous administration.

"The contributions made by councils to emergency services are determined through legislative requirements – these requirements have not changed," he said. "The government did not have the time to engage with the process without jeopardising the funding arrangements for emergency services."

## Edible insects are on the menu

Insects, for many, are often associated with fear, disgust, or at best, the subject of a dare on a reality TV show.

Yet, a large portion of the global population regularly consumes insects, both knowingly and unknowingly, as part of their diet.

The Food and Agriculture Organisation (FAO) of the United Nations has estimated that insects form part of the traditional diets of at least two

billion people worldwide.

As we strive for more sustainable food production, insects are increasingly seen as a viable solution due to their high protein content, efficient conversion of feed into edible body mass, and lower environmental footprint compared with traditional livestock.

One Sydney home delivery service has been using bugs such as crickets in their patties since last year.



**A cricket patty.**



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**WRITE:** Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850



Chris Pratt returns in Guardians of the Galaxy Vol. 3.

## Guardians unseat Mario

Marvel's Guardians of the Galaxy Vol. 3 trounced the competition for the second straight weekend in North American theatres, earning \$US60.5m (\$90.8m) for a global haul topping half a billion dollars, industry watcher Exhibitor Relations reported on Sunday.

The latest tale of oddball intergalactic mercenaries again stars Chris Pratt, Zoe Saldana, Dave Bautista,

Bradley Cooper and Vin Diesel – this time on a mission to save comrade Rocket Raccoon from a scientist intent on removing his brain.

Guardians had unseated Universal's The Super Mario Bros. Movie from the top spot the week before but the video game-based Mario, which has now earned more than \$US1.2bn worldwide, remained firmly in second spot in its sixth week out.

# A study in how to hit housing

## International students 'add to crisis'

John Masanauskas

Federal Labor migration policies to boost the influx of foreign students are worsening Melbourne's housing crisis, a population expert says.

Australian Population Research Institute president Bob Birrell has hit out at government and migration advocates who claim that high migrant intakes are not the main cause of the crisis.

Dr Birrell said the government had found "experts" who wrongly claimed young overseas students and other temporary migrants would squeeze into existing housing.

"Young adult migrants don't have families here to squeeze in with," he said.

"They compete for housing in the lower-priced rental and outer suburban housing markets that young local Australians are trying to access."

Dr Birrell said high migration cities Melbourne and

Sydney were the worst affected because their proportions of residents aged in their late 20s and 30s was far higher than in the rest of Australia.

"This concentration reflects earlier waves of temporary migrants, and it is a surge that will be repeated over the next few years as the latest waves of such migrants enter these age groups," he said.

With net overseas migration expected to reach 715,000 people over two years, federal Treasurer Jim Chalmers said migrant forecasts in his latest budget were not a target or de-liberate policy.

However, Dr Birrell accused the government of ignoring previous research and even its own recent migration inquiry that confirmed temporary migrants, especially students, were the main drivers of the population surge.

"It has prioritised bringing in overseas temporary workers, and it has continued previous

Coalition policies to motivate universities to act as the recruiting agents for most of these workers," he said.

"The Albanese government has also increased incentives for overseas students to enrol by making it easier for them to stay on and work in Australia. This is the main motive for most to select Australian uni."

Migration and the housing crisis have become a political issue, with Dr Chalmers accusing Opposition Leader Peter Dutton of being "divisive and dishonest" on population.

Asked last week if he thought Mr Dutton was "dog whistling" or if he "had a point" about cutting Australia's migration intake until housing infrastructure was shored up, Dr Chalmers said Mr Dutton should vote for Labor's Housing Australia Future Fund.

Dr Birrell said Mr Dutton had expressed legitimate concerns about high intakes.

[john.masanauskas@news.com.au](mailto:john.masanauskas@news.com.au)

## Average Aussies are adventurous eaters

Research into the nation's eating habits reveals how adventurous Australians really are when it comes to food.

The HelloFresh analysis showed more than half (57 per

cent) of Australians have been brave enough to try pate, and a quarter (25 per cent) have tried black pudding.

When presented with 20 adventurous ingredients,

including foods such as kimchi, chilli chocolate and pate, Tasmania was found to have the most adventurous eaters, with residents having tried 74 per cent of the listed foods.

# APOLOGY

We're sorry.

You might have noticed that we made a mistake in the Woolworths Catalogue, on sale the 10th May 2023. The Finish Ultimate Pro Dishwasher Tablets Pk 46 on page 30 is incorrectly featured as only available at Woolworths. This is not a product that is only sold at Woolworths stores.

We apologise for any inconvenience caused.

Woolworths 



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Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850

# Major concerns on tiny plastics

## Focus on food supply, health impact

David Mills

IT'S not just fish: tiny plastic particles are now pervasive across our food supply, according to the CSIRO, raising massive questions about what impact these minuscule fragments have on human health.

In a report released on Friday, CSIRO researchers reveal they have found plastics in the meat, chicken, rice, water, take-away food and drinks, and even fresh produce consumed by Australians every day.

The fragments they found are extremely small – microplastics can be up to 5mm and nanoplastics are no more than 0.0001mm. At that size, there are concerns the fragments can enter the bloodstream and the cells of our bodies, and if they

do so at sufficiently high concentrations the health impacts could be significant.

"Size really matters, because if you have particles that are really small they can easily pass different barriers in the body such as the intestinal barrier, the small pores between the cells, and into your tissue," said CSIRO analytical chemist Dr Jordi Nelis. "There's also proof that nanoparticles can pass the blood barrier in mice and fish – so if it becomes really small then our body is not so adept at eliminating it."

While earlier studies suggested Australians consume the equivalent of a credit card's worth of plastic every week, nobody knows how much plastic you can have in your body before it becomes a problem.

"It's a global effort," Dr Nelis said. "If we can measure at which levels toxicity levels really occur, then we can start thinking about setting up some safety measurements, like these are the maximum levels of microplastics than can be in drinking water or can be in food... get some proper regulation around that to protect the public."

Dr Nelis said plastics enter the human food chain in numerous ways, including manufacturing processes, packaging and in home kitchens.

The report comes a few weeks before delegates from 170 countries meet to continue debate on a global plastics treaty, which could include a ban on all "intentional" microplastics, such as the tiny beads in cosmetics, toothpaste and sunscreen.



Marc du Plessis with the complete set of Penfolds Grange. Picture: Emma Brasier

## Grange collection a corker

David Goldsmith

A complete set of Penfolds Grange is tipped to set a new sales benchmark for the iconic South Australian wine when it goes under the hammer in Adelaide on Sunday.

The collection of 68 bottles – spanning the vintages from 1951 to 2018 – is being sold by Mile End auction house du Plessis on

behalf of a private South Australian enthusiast.

Auctioneer Marc du Plessis expected the rare offering to fetch between \$400,000 and \$500,000, and possibly eclipse the record price of \$431,000 – for 65 vintages – set in 2020.

He said he had sold two other then-complete Grange sets in 2017, with both resulting in "world record" sales. "Every time a set

comes up for sale it beats the record for the previous one," he said.

Mr du Plessis said the current collection resulted from a farmer's decision to quit smoking.

"He gave up smoking about 25 years ago and then took about a year to decide what he was going to do with the money he was saving – and he decided to collect Grange," he said.



Catherine, Princess of Wales

## Mermaid's swipe at Kate

The latest remake of The Little Mermaid includes what appears to be a dig at the Princess of Wales, according to a reviewer.

After an early screening of the Disney film, the reviewer told Page Six it seemed to draw a number of subtle yet plausible comparisons between Meghan Markle and Prince Harry and the two lead characters, Ariel (who is black in the new movie) and Prince

Eric (who is white). But one scene, in particular, seems to get pretty literal.

"Ariel has sacrificed her voice in order to get to the surface and (meet) Prince Eric. She can't speak so he tries to guess her name," the reviewer said. "His first guess is Diana. His second guess is Catherine, but after (a disgusted) reaction, he (concludes) 'OK, definitely not Catherine.'"



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Friday, May 19, 2023

# The Advertiser



Police deal with Extinction Rebellion protesters outside the Santos building on Thursday morning. Picture: Supplied

## IDIOT LAW

**Andrew Hough, Todd Lewis, Sean Fewster**

The climate for Extinction Rebellion protesters is heating up, with law-breakers to be hit with up to \$50,000 in fines, jail time and the bills to cover emergency services required to respond to their stunts.

Laws were rushed into parliament with bipartisan support in a snap crackdown after a second day of climate protests in Adelaide.

The measures will mean protesters who "intentionally or recklessly obstruct the public place" face new punishments.

Premier Peter Malinauskas on

Thursday tabled measures first proposed by the Opposition allowing for a maximum three months' jail and fines of up to \$50,000 – from a current \$750 – for protesters who spark community chaos and risk public safety.

Prosecutors would be able to seek court orders for any defendant

to pay "reasonable costs and expenses" of emergency services.

Four protesters were yesterday arrested for throwing paint at and graffitiing the Santos building on Flinders St in the city. A group of about 30 then continued their protests on the steps of parliament.

**FULL REPORT PAGES 4-5**




**HOUSTON:  
WE HAVE A  
PROBLEM**  
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**GOING  
NUCLEAR**

**PLUS**  
The Advertiser | Sunday Mail  
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SPECIAL  
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STARTS P41



**RACISM  
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A TOLL ON  
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SPORT**



# Putin's feared missiles no match for Patriots

MAXIM TUCKER  
KYIV

Ukraine claims to have shot down six Russian missiles fired at Kyiv, defeating advanced Russian weaponry the Kremlin had once boasted was invincible.

The next-generation weapons, each costing more than \$50m, are believed to have been shot down by Western-provided Patriot missile systems.

The six Russian "Daggers" were part of an "exceptionally complex" bombardment on Tuesday by 18 missiles of five different types and a wave of kamikaze drones, Ukrainian officials said. The strikes had begun at 3.30am local time, fired from the north, south and east by air, land and sea platforms, Ukraine's air force said. All the projectiles were destroyed, it added, although falling debris was said to have injured three people.

"Another unbelievable success for the Ukrainian air forces," Oleksii Reznikov, the Ukrainian Defence Minister, said on Twitter.

It comes after five Russian aircraft were brought down inside Russian territory as they approached the Ukrainian border. Russia's defence ministry said it had been targeting the Patriot systems and claimed to have destroyed one launcher. Kyiv denied the claim.

"Dagger" missiles are claimed to have a range of almost 2000km and a maximum speed of Mach10, with high manoeuvrability in flight, Sergei Shoigu, the Russian Defence Minister, has said. The missile is without a Western equivalent and "could be neither detected nor intercepted".

The weapon had caused con-

## Come over to our side, CIA tells Kremlin officials

WASHINGTON—A CIA campaign to convince Russians to spy for Washington has borne fruit, officials have claimed, as the spy agency released a new video aimed directly at Kremlin officials.

The CIA and FBI have since last year used social media to encourage Russians angered by President Vladimir Putin's invasion of Ukraine to contact them. Some Russians have responded, an official in charge of the outreach effort said on Wednesday. "It is resulting in contact," the official said.

Current and former US officials say Russia has emerged as a potentially rich recruiting environment for government officials and others angered by the mounting costs of the Ukraine invasion.

"We're looking around the world for Russians who are as disgusted with that as we are," CIA deputy director of operations David Marlowe said. "We're open for business."

THE WALL STREET JOURNAL

own among some Western defence experts, who believed NATO's lack of a sufficient intercept system rendered the military alliance vulnerable.

That claim now appears to be ill-founded, Air Marshal Greg Bagwell, a retired RAF commander, said. "If the numbers are correct, then it's a triumph of air defence over some of the systems that should be able to saturate and penetrate Ukraine's network," he said. "We've got a system that's

new CIA produced, Russian defence forces were posted on Telegram, a messaging service popular in Russia. It portrays a fictional Russian official struggling with a decision to reach out to the American spy service.

Instructions for contacting the CIA on Telegram, an anonymous encrypted internet communications tool, then flash on the screen.

David Hoffman, a retired CIA officer who served as the agency's Moscow station chief, said a Russian volunteer to help the US would do so at a time or place of his or her choosing. But the video, he said, helped by "telling them here and now we're here and can securely engage with them".

"It's designed for people that are on the fence," he said.

He noted that the CIA released the video in the run-up to an expected major Ukrainian counter-offensive, which, depending on its success, could unnerve some Russian citizens further. "You want to be prepared, with your cat's paw, ready to go," he said.

THE WALL STREET JOURNAL

proving itself in the worst-case scenario and the Ukrainians are coping with everything being thrown at them."

He said Ukraine had done "really well" to use sophisticated weapons systems effectively, proving that high-speed missiles could be intercepted by missiles fired in their flight path.

"To use a shooting analogy, if the clay pigeon goes faster, you just aim further ahead. It's just a bit mathematical problem," he said.

Ukraine also announced that it had pushed Russian forces from the flanks of Bakhmut but conceded Moscow's forces were pushing deeper into the town.

The British defence ministry said that "over the last four days, Ukrainian forces have made tactical progress, stabilising the flanks of Bakhmut to their advantage".

It came as European leaders meeting in London agreed to create a "register of damages" to record destruction wrought by Russia in Ukraine, French President Emmanuel Macron said. It would be an initial step towards prosecution of Russian leaders.

In Kyiv, authorities were expected to host Chinese special envoy Li Jie to discuss Beijing's proposals for ending the conflict. A senior Ukrainian official said authorities planned to further discuss Kyiv's stance on the conflict and China's peace mission.

He said officials would make clear to Beijing that "ending the conflict is the most important objective of Ukraine will not work". Mr Li's visit follows President Volodymyr Zelenskyy's whirlwind tour of major European capitals to urge allies to increase military support.

After meeting Rishi Sunak in London, the British Prime Minister and his Dutch counterpart Mark Rutte pledged to build an "international coalition" to provide fighter jet support for Ukraine.

"They were just asking her, 'agreed they would work to build (an) international coalition to provide Ukraine with combat air capabilities, supporting with everything from training to procuring F-16 jets', a Downing Street spokesman said.

THE TIMES, AFP



The Princess of Wales at a charity event in Bath, England, on Wednesday

## Kate's confession: I'm still learning how to be royal

CHARLIE PARKER  
LONDON

The Princess of Wales has spoken about how she learnt to be a royal and the challenges of bringing up children with different traits.

During a visit to a youth charity, she talked openly with a group of girls about her own vulnerabilities.

Catherine, 41, discussed her path to becoming a princess and answered questions about her life, telling the youngsters that she had never thought about becoming a royal until she fell in love with Prince William.

"They were just asking her about being a royal," charity patron and former British Olympic Kelly Holmes said. "It's a struggle to know that you can be accepted and fit in and you are still learning every day."

"Doing public speaking isn't a natural thing for lots of people. She is still working that out," Holmes said.

KELLY HOLMES  
CHARITY PATRON

was at school," the princess said, before asking one girl: "Which do you think are the most important relationships to you?" and urging her to "share how you feel".

The princess was visiting the Percy Community Centre in Bath, England, to see the work of the Dame Kelly Holmes Trust, a charity set up by the athlete in 2008 that helps young people develop skills and confidence.

At the start of the visit, she

went head-to-head with Holmes to compete in an upturned game of noughts and crosses using beanbags.

The runner, who won Olympic gold in the 800m and 1500m at the 2004 Athens Games, proved too adept at placing three beanbags in line quickly, twice beating a team led by the princess. "I am so competitive," Holmes said. "And I'm not ashamed to say it and to show it."

Catherine, wearing a £39 (£60) yellow LK Bennett jacket with white trousers and trainers, has been competitive in sports against her husband in the past, but laughed and took her team's defeat in good part.

After the match and her conversation with the students, she discussed raising her three children, Prince George, Princess Charlotte and Prince Louis, with the Olympian Holmes said: "She was lovely. She said 'Ask me questions now'."

"I said you've got three children and you see different traits in them," she said. "Oh yes, and she said that's the thing, it's like learning how to handle the different traits and different needs and abilities."

THE TIMES

## No avoiding China 'Cold War', says Truss

TAIPEI—British former prime minister Liz Truss has set up a clash with China and her successor Rishi Sunak in demanding the West act tough with Beijing.

Speaking during a five-day visit to Taiwan, she described the island nation as "an enduring rebuke to totalitarianism".

Ms Truss accused the British Prime Minister and other Western governments of "trying to cling on to the idea that we can cooperate with China on issues like climate change, as if there is nothing wrong".

"But without freedom and democracy, there is nothing else. We know what happens to the environment or world health under totalitarian regimes that don't tell the truth," she said. "You can't be a free world if China says."

Ms Truss also called on Mr Sunak to make good on his pledge during the Conservative leadership campaign last year to designate China as a "strategic threat".

"I believe [Taiwan] is the most consequential place in the world for what is the most consequential struggle of our time," she said, adding that the West cannot avoid



Former prime minister Liz Truss in Taipei on Wednesday

another "Cold War" with China.

"The only choice we have is to do it ourselves, and we have to do it now," she said.

China considers self-ruled Taiwan to be its territory, to be taken by force if necessary, and strongly opposes any formal engagement with the island, including by high-profile foreign political figures.

Ms Truss deployed before announcing her 49-day tour of Downing Street last year. She was

UK-based Confucius Institutes, cultural centres controlled by Beijing that are presented as China's answer to the British Council or Germany's Goethe-Institut.

She suggested replacing them with centres run by people from Hong Kong and Taiwan.

Mr Sunak has pushed back on the tough rhetoric against China that Ms Truss deployed before announcing her 49-day tour of Downing Street last year. She was

assisted after her radical economic policies crashed financial markets. Since then, Ms Truss—who is still sitting MP—has been trying to rebuild her profile with a series of speeches overseas.

The Chinese government said Ms Truss's Taiwan visit was a "dangerous political show which will do nothing but harm to the UK". "Truss and the UK are colluding with the Taiwan independence secessionist forces to provoke confrontation," a spokesman for the Chinese embassy in London said.

Ms Truss has also faced accusations at home that she is indulging in irresponsible salesmanship. "The trip is performative, not substantive," House of Commons foreign relations committee chair Sir Alan Kennedy said. "It is a show rather than a substance."

Ms Truss added the trip was likely to deepen problems for Taiwan after China fired missiles during military exercises in response to an August visit by then-speaker of the US House of Representatives Nancy Pelosi.

AFP

## 'Million to flee' as war rages in Sudan

GENEVA—The United Nations says more than a million people are expected to flee conflict-ravaged Sudan this year and \$US3.03bn (\$45bn) is needed to provide aid.

Needs have soared since a bloody conflict erupted in Sudan on April 15, the UN said, rising up its response plan for the country.

Today, 25 million people—more than half the population of Sudan—needs humanitarian aid and protection, Ramesh Rajasingham, head of the UN humanitarian agency's Geneva bureau, said.

Battles erupted on April 15 between army chief Abdel Fattah al-Burhan and his former deputy Mohamed Hamdan Daglo, who leads the paramilitary Rapid Support Forces.

Around 1000 people have been killed, mainly in and around Khartoum as well as the ravaged state of West Darfur, according to needs.

The fighting has deepened the humanitarian crisis in Sudan, where one in three people already relied on humanitarian assistance before the war.

The UN said a full \$US2.6bn was now expected to be needed to provide assistance inside Sudan—up from the \$US1.75bn estimated at the end of last year.

These funds would allow aid agencies to reach 18 million of the most vulnerable people inside the country, Mr Rajasingham said.

At the same time, the UN refugee agency said \$US470m would be needed to assist those fleeing the country, adding that it was now planning for up to 11 million people to cross out of Sudan this year alone. Just two weeks ago, UNHCR had said it would need \$US440m through to October to address the needs of as many as 860,000 people who might flee the country.

"So the crisis, which has just started a month ago, resulted in massive outflows into neighbouring countries of about 220,000 refugees and returnees who have been seeking safety in Chad, South Sudan, Egypt, Central African Republic and Ethiopia," Raouf Mezou, assistant chief of operations at the UN refugee agency UNHCR, said.

In addition, more than 700,000 people have been displaced inside Sudan by the fighting. "Countless people remain trapped and terrified inside Sudan, innocent victims of this indiscriminate fighting," Mr Mezou said.

At the same time, "those who have fled across the country's many borders are shattered, often having left behind or lost loved ones and finding themselves in places where access to extremely hard and resources are minimal".

The warning of a humanitarian crisis followed reports of airstrikes and artillery fire intensifying sharply across Sudan's capital, as the army seeks to defend key bases from the Rapid Support Forces. The airstrikes could be heard in the south of Khartoum, and there was shelling across the River Nile in parts of the adjoining states of Bahr el Jebel and Omdurman.

AFP

### LEGAL NOTICE

### IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

#### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

#### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

#### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by

the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html) or call 929.284.1688 (International).

#### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html) or by calling 929.284.1688 (International).

#### IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 929.284.1688 (International)

WRITE: Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

VISIT: [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html)

EMAIL: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)



# Meta condamnée à une amende record de 1,2 milliard d'euros

Le litige porte sur le transfert de données d'Européens vers les États-Unis

La société Meta, maison mère de Facebook, a été condamnée à une amende record de 1,2 milliard d'euros par la Data Protection Commission (DPC), le régulateur irlandais de la vie privée. Une somme sans précédent à l'échelle de l'Union européenne, qui surpasse de loin celle que l'entreprise Amazon avait été condamnée à verser en juillet 2021, qui était à l'époque de 746 millions d'euros.

La DPC, équivalent irlandais de la Commission nationale de l'informatique et des libertés (CNIL) en France, reproche au réseau social d'avoir continué à transférer des données personnelles de ses clients européens vers les États-Unis. En 2020, la Cour de justice de l'Union européenne (CJUE) avait estimé que la possibilité réservée aux services de sécurité américains de pouvoir accéder aux données des Européens était incompatible avec le droit de l'Union européenne.

Nick Clegg, responsable des affaires publiques de Meta, a jugé que cette sanction, « injustifiée et inutile », « établissait un dangereux précédent pour les nombreuses entreprises qui transfèrent des données entre les États-Unis et l'UE ». Il a aussi annoncé faire appel de la décision. Max Schrems, l'activiste à l'origine de l'arrêt de la CJUE, s'est déclaré « heureux de cette décision ». « L'amende aurait

pu être plus importante, étant donné que le maximum peut être de quatre milliards et que Meta a enfreint la loi pour faire du profit pendant dix ans », a poursuivi l'expert, faisant référence aux premières démarches pour faire invalider le précédent mécanisme de transfert de données.

Cette décision très attendue de la DPC reproche spécifiquement à Meta d'avoir, pour ce transfert, utilisé à partir de 2020 les « clauses contractuelles types », un mécanisme juridique pour le transfert de données insuffisamment protecteur au regard de la décision de la CJUE. La décision concerne uniquement Facebook et non pas d'autres services de Meta, comme WhatsApp.

## Pas d'effet immédiat

En plus de l'amende, la CNIL irlandaise a ordonné à la plate-forme de cesser tout transfert de données des internautes européens vers les États-Unis à compter du 12 octobre. L'entreprise a par ailleurs jusqu'au 12 novembre pour rapatrier les données des Européens collectées depuis 2020 vers des datacenters situés à l'est de l'Atlantique. Une décision qui ne devrait pas avoir d'effet immédiat, en particulier pour les utilisateurs de Facebook. Dans l'intervalle, il est en effet probable qu'un nouvel accord juridique encadrant le transfert des données

soit trouvé entre les États-Unis et l'Union européenne.

La décision de la DPC – et, au-delà, la compatibilité entre le droit américain et le cadre européen en matière de données personnelles – concerne la plupart des groupes américains des technologies. Par la voix de Nick Clegg, Meta regrette avoir été « citée alors que nous utilisons le même mécanisme légal que des milliers d'entreprises fournissant leurs services en Europe ».

Dans un communiqué, la Computer and Communications Industry Association, un des principaux lobbys du secteur des technologies, a appelé les autorités américaines à appliquer le décret signé en octobre 2022 par Joe Biden. Ce texte est censé donner de nouvelles garanties aux citoyens européens en matière de données personnelles et constitue une étape importante en vue d'un nouvel accord. Il est quasi acquis que ce dernier, une fois adopté, sera attaqué en justice comme ses prédécesseurs. Beaucoup, y compris au sein des grandes entreprises de la « tech », estiment que seule une réforme du droit américain de la surveillance est susceptible de le rendre compatible avec le règlement général sur la protection des données personnelles (RGPD).

Cette décision de la DPC est aussi une date importante dans

l'histoire de cet ambitieux texte sur les données personnelles, dont on fêtera le 25 mai les 5 ans de l'entrée en application. Il a donné à la DPC un pouvoir de régulation très important en mettant en place des « guichets uniques » pour les grandes entreprises du numérique, qui font du régulateur national du pays où se trouve leur siège européen leur unique interlocuteur. L'Irlande, qui accueille ceux d'Alphabet (Google, YouTube), Meta (Facebook, Instagram, WhatsApp) et Microsoft, est donc en première ligne pour enquêter sur les plaintes visant les plus grandes entreprises mondiales du secteur.

Malgré une précédente amende visant Meta (390 millions d'euros en janvier), la CNIL irlandaise est régulièrement critiquée par les défenseurs des données personnelles pour sa timidité. Le projet de décision de la DPC a ainsi été amendé par l'European Data Protection Board, qui regroupe l'ensemble des CNIL européennes, car l'amende initialement proposée avait été jugée trop faible. « Il nous a fallu dix ans de bataille judiciaire contre la DPC pour obtenir ce résultat », a noté Max Schrems. Le régulateur irlandais a tout fait pour éviter cette décision, mais a été systématiquement démenti par la justice et les institutions européennes. ■

OLIVIER CLAIBOUTIN  
ET MARTIN UNTERSEINGER



**PERTES & PROFITS** | TIKTOK  
PAR PHILIPPE ESCANDE

## Le Montana contre ses ados et la Chine

Au Montana, le ciel est immense, seulement bordé à l'ouest par les montagnes Rocheuses. Mais, manifestement, l'horizon du « Big Sky Country », comme on le surnomme, s'arrête aux frontières de la Chine. De peur qu'à Pékin on ne se délecte des discussions enflammées entre adolescents de Billings, sa plus grande ville, le Montana est devenu le premier État américain à interdire TikTok. L'application préférée des moins de 25 ans (60 % de son audience) sera interdite de téléchargeement sur tout son territoire à partir du 1<sup>er</sup> janvier 2024. En représailles, la société chinoise a porté plainte officiellement ce lundi 22 mai. Selon le groupe, cette décision enfreint le premier amendement américain sur la liberté de parole.

## Caractère additif

Comme le sparadrap du capitaine Haddock, l'affaire TikTok colle aux doigts des politiques américains sans qu'ils sachent comment s'en débarrasser. Donald Trump avait tenté une première fois d'interdire l'application, en août 2020, puis de la faire acheter par une société américaine. Le Congrès américain s'est emparé de l'affaire, a longuement auditionné le PDG de l'application, Shou Zi Chew.

Avec deux griefs. D'une part, les données récoltées par ses 150 millions d'utilisateurs aux États-Unis sont transmises en

Chine. D'autre part, son contenu et son caractère additif sont de nature à pervertir la jeunesse.

De fait, l'application a, depuis plus de deux ans, détrôné Facebook, et même Instagram, dans le cœur des adolescents. Si son contenu n'est pas fondamentalement différent, c'est la nationalité de la société qui provoque cette fièvre. La haine de la Chine est aujourd'hui le seul sujet véritablement transparent aux États-Unis. Ces accusations ne sont pas aussi infondées que ne le proclame son patron.

Dans un article fouillé, Cristina Cridde, journaliste au *Financial Times*, raconte comment elle a été espionnée par l'intermédiaire de son compte TikTok, avec suivi de ses déplacements et de ses communications pour tenter d'identifier les sources internes qui lui donnaient des détails sur les pratiques managériales de l'entreprise. Et aussi sur les échanges de données avec Pékin.

Pourtant, après plus de deux ans d'investives et de poursuites, rien ne se passe à Washington. L'Inde a été le premier État à interdire l'app, en 2020, et plusieurs pays occidentaux l'ont bannie des téléphones des fonctionnaires. Mais toucher aux smartphones des ados est une autre affaire.

Il apparaît que cette démondialisation soft, qui touche la culture de toute une génération, est encore plus difficile à réaliser qu'avec les puces électroniques. ■

## L'affairiste irlandais, les riches Russes et les faux passeports

Ambassadeur, agent de footballeurs, investisseur en cryptomonnaie : John Desmond Hanafin, homme d'affaires irlandais de 48 ans, revendique plusieurs costumes. Le Trésor américain vient de lui en tailler un nouveau. Dans une note publiée vendredi 19 mai, l'Office of Foreign Assets Control (OFAC), organisme de contrôle financier américain, accuse M. Hanafin d'avoir aidé des ressortissants russes fortunés à obtenir des passeports frauduleux pour échapper aux sanctions mises en place par l'Europe et les États-Unis au début de l'invasion de l'Ukraine par les troupes russes.

L'entrepreneur, domicilié à Dubaï, aurait pour cela bénéficié de « l'aide de fonctionnaires corrompus », détaille la note, qui épingle une vingtaine de personnes et une centaine d'entreprises soupçonnées d'avoir tenté « de contourner ou d'échapper aux sanctions et autres mesures économiques contre la Russie ».

Le Trésor américain accuse également le chef d'entreprise irlandais d'avoir aidé des fortunes russes à transférer rapidement leurs actifs financiers vers les Émirats arabes unis au début de l'année 2022.

Pour mener à bien ces transactions, l'Irlandais aurait agi par l'intermédiaire de son entreprise installée aux Émirats spécialisée dans la finance offshore. Sur son site Internet, la firme, dénommée Huriya Private (mot arabe, *hurry* peut se traduire par « liberté »), propose à « une clientèle très sélecte » des programmes d'investissements sur mesure pour obtenir la citoyenneté irlandaise, portugaise ou moldave. D'autres entreprises sises à Hongkong et à Chypre appartenant à l'entrepreneur sont également visées par des sanctions américaines.

Sur les documents publiés par l'Office of Foreign Assets Control figure aussi une adresse de portefeuille numérique au nom de l'homme d'affaires multicasquette. Selon les données gardées en mémoire par la blockchain, près de 4,9 millions de dollars (4,6 millions d'euros) ont transité sur ce compte sous la forme de cryptomonnaie depuis le 18 janvier 2022.

Ce mode de paiement en actifs numériques est prisé par les ressortissants russes depuis la déconnexion de Moscou du système bancaire Swift, au début de mars 2022. Dans un rapport publié en avril, la Banque centrale de Russie envisageait même le recours aux devises numériques pour commercer avec d'autres pays.

Conséquence immédiate de ce signalement : les biens et intérêts de John Desmond Hanafin se trouvant aux États-Unis ou sous le contrôle de ressortissants américains sont réputés bloqués et doivent être signalés à l'OFAC. Les transactions avec M. Hanafin par des citoyens des États-Unis sont également interdites. ■

PIERRE-LOUIS THOMAS

## MENTIONS LÉGALES

**SI L'UN.E DE VOS PROCHES OU VOUS-MÊME AVEZ SUBI UN PRÉJUDICE CAUSÉ PAR ENDO OU UNE SOCIÉTÉ APPARENTÉE, Y COMPRIS AMS, OU LEURS PRODUITS, NOTAMMENT LES MAILLES TRANSVAGINALES, VOS DROITS SONT SUSCEPTIBLES D'ÊTRE AFFECTÉS PAR LES ÉCHÉANCES RELATIVES À LA MISE EN FAILLITE D'ENDO.**

La date limite de dépôt des réclamations dans le cadre de la mise en faillite est le 7 juillet 2023 à 17 h 00 (heure de l'Est des États-Unis).

La date limite de contestation de la vente d'Endo est le 7 juillet 2023 à 16 h 00 (heure de l'Est des États-Unis).

## DE QUOI S'AGIT-IL ?

Le 16 août 2022, Endo International plc et certaines de ses filiales se sont mises en liquidation en vertu du chapitre 11 du Code américain des faillites auprès du tribunal compétent pour le district sud de New York. L'activité d'American Medical Systems (AMS), filiale d'Endo, reposait sur la fabrication et/ou la vente de mailles trans vaginales. Le présent avis est destiné à vous informer de vos droits dans le cadre de cette mise en faillite, en ce qui concerne la date limite et la preuve de procédure de réclamation, ainsi que la vente proposée par Endo de la quasi-totalité de ses actifs.

## QU'EST-CE QU'UNE RÉCLAMATION ?

Une « réclamation » désigne le droit de demander des dommages-intérêts ou toute autre forme d'indemnisation. Si l'une de vos proches, ou bien vous-même, avez subi un préjudice causé par Endo ou une société apparentée, y compris American Medical Systems (AMS), ou leurs produits, notamment les mailles trans vaginales, vous pouvez déposer une réclamation à l'encontre de l'une ou de plusieurs de ces entités. Pour faire une réclamation, vous devez verser une preuve de réclamation au dossier de mise en faillite. Vous pouvez déposer une réclamation en votre nom ou au nom d'un proche décédé ou handicapé.

Les types de réclamations qui peuvent être versées au dossier de mise en faillite d'Endo incluent, sans toutefois s'y limiter, les réclamations relatives aux mailles trans vaginales en cas de douleurs pelviennes, infections, saignements ou autres blessures présumées.

## CE QU'IL FAUT SAVOIR AU SUJET DE LA DATE LIMITE ET DE LA PREUVE DE PROCÉDURE DE RÉCLAMATION

L'échéance pour soumettre votre preuve de réclamation est dénommée la date limite. La date limite, ou l'échéance pour soumettre votre preuve de réclamation est le 7 juillet 2023 à 17 h 00 (heure de l'Est

des États-Unis). Si vous ne présentez aucune preuve de réclamation dans le délai imparti, vous perdrez tous les droits de dommages-intérêts ou autres indemnisations dont vous auriez pu bénéficier. Vous devez produire un formulaire de preuve de réclamation afin qu'il soit effectivement délivré avant la date limite. Un formulaire de preuve de réclamation peut être déposé par vous, un tuteur légal, des personnes survivantes ou les proches de personnes décédées ou handicapées. Le recours à un avocat n'est pas nécessaire pour le dépôt d'une preuve de réclamation en votre nom.

Pour une liste exhaustive des entreprises et des produits visés fabriqués et/ou vendus par Endo, AMS et leurs sociétés apparentées, et pour plus de détails sur la date limite et les instructions de dépôt d'une réclamation confidentielle pour préjudice corporel, rendez-vous sur [EndoClaims.com/fr/index-fr.html](https://EndoClaims.com/fr/index-fr.html) ou composez le 929.284.1688 (International).

## CE QU'IL FAUT SAVOIR SUR LA VENTE ?

Endo a l'intention de vendre la quasi-totalité de ses actifs dans une procédure de vente et d'enchères suite à la mise en faillite et sous réserve de l'approbation du tribunal des faillites. Endo cherche à s'assurer que la vente sera libre de tout privilège, charge et réclamation.

Si vous souhaitez contester ce projet de vente, vous devez le manifester par écrit, afin que votre contestation soit délivrée au plus tard le 7 juillet 2023 à 16 h 00 (heure de l'Est des États-Unis). Toute partie intéressée dont la contestation n'est pas conformément déposée et signifiée avant la date limite risque, en cas d'autorisation de vente, de perdre ses droits sur les actifs d'Endo. Les contestations qui n'ont pas dûment été déposées et signifiées ne peuvent pas être prises en compte par le tribunal des faillites.

Les détails relatifs au projet de vente (y compris la vente aux enchères des actifs d'Endo), à la date de l'audience visant à statuer sur la vente, et aux instructions de dépôt des contestations, sont disponibles à l'adresse [EndoClaims.com/fr/index-fr.html](https://EndoClaims.com/fr/index-fr.html) ou en composant le 929.284.1688 (International).

## POUR TOUTE QUESTION OU DEMANDE D'INFORMATIONS SUPPLÉMENTAIRES :

Tél : 929.284.1688 (International)

Adresse : Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

Site Internet : [EndoClaims.com/fr/index-fr.html](https://EndoClaims.com/fr/index-fr.html)

E-mail : [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

# L'intelligence artificielle, star du salon VivaTech

La 7<sup>e</sup> édition de ce rendez-vous mondial (du 14 au 17 juin) sera marquée par des expérimentations et des débats autour de l'IA générative ainsi que par des innovations autour du changement climatique.

Damien Licata Caruso

**DÉDRAMATISER L'IA** et donner un aperçu d'un futur résolument positif. Le salon mondial de l'innovation VivaTech va insister, du 14 au 17 juin, porte de Versailles, sur ce que les innovations peuvent nous apporter plutôt que sur ce qu'elles pourraient nous enlever. Portée par 2 400 start-up et des dizaines de grands groupes, cette édition 2023 aura pour thème central l'intelligence artificielle générative.

Ces algorithmes créateurs de contenus sont récemment sortis des laboratoires et se sont matérialisés auprès du grand public par ChatGPT. Les découvertes qui en découlent fascinent autant qu'elles crispent sur le rôle des ordinateurs dans nos vies. De la pédagogie s'impose pour rassurer. « Nous allons réenchanter l'intelligence artificielle et remettre de la sérénité tout en discutant de la régulation avec

des experts », prévoit François Bitouzet, le directeur général de cet événement organisé par Publicis Groupe et le groupe Les Échos-Le Parisien.

## Boire de l'eau extraite de l'humidité ambiante

Il reste encore à convaincre une minorité de réticents aux changements apportés par ces technologies. Les organisateurs mettent en avant un sondage (étude d'opinion menée mi-avril par Harris Interactive Toluna auprès de 3 129 Européens) qui indique que « 66 % des Européens considèrent que l'IA n'aura pas d'impact négatif sur la société ».

Qui de mieux pour décortiquer son potentiel positif que Yann Le Cun, directeur de la recherche de Meta et pionnier mondial de l'IA, ou Bob Metcalfe, l'inventeur de l'Ethernet, la technologie fondamentale de l'Internet ? Les curieux pourront aussi voir l'impressionnant robot Miroki de la jeune pousse française



Porte de Versailles, Paris, juin 2022. Au total, 2 400 start-up et des dizaines de grands groupes sont attendues pour cette édition 2023.

Enchanted Tools. Son visage, digne d'un personnage de manga, et sa fonction, intervenir en hôpital ou avec les enfants, pourraient réconcilier les sceptiques avec les machines intelligentes. D'autres pourront engager la conversation avec un Van Gogh ramené à la vie par une IA bavarde.

Autre thème principal traité par le salon, la Climate Tech s'intéresse aux inventions qui s'attaquent aux problèmes du changement climatique sous toutes ses formes. Un espace Impact Miles de 400 m<sup>2</sup> mettra en lumière des projets inédits. Les visiteurs pourront boire de l'eau extraite de

l'humidité ambiante par la technologie de la start-up Agua de Sol.

## Véhicules futuristes

Ils pourront aussi découvrir l'autocollant de Ryp Lab, qui prolonge la durée de conservation des fruits et légumes... de deux semaines. Ou voir de plus près des éoliennes flottantes des Norvégiens de World Wide Wind. Un nouveau casting d'intervenants de prestige a été dévoilé, comme Hans Vestberg, le patron de Verizon, le géant américain des Télécoms, Nicolas Hieronimus, PDG de L'Oréal, ou Cyril Chiche, le cofondateur de Lydia.

Situé à la sortie de ces conférences, le Mobility Park exposera des véhicules futuristes, comme l'avion supersonique à hydrogène Destinatus, qui a déjà franchi la vitesse de Mach 1. Les plus aventureux feront un détour par la toute proche base nautique de l'île de Monsieur, à Sèvres (Hauts-de-Seine), afin

de tester en situation le Mantas 5, un vélo aquatique à assistance électrique qui surfe sur l'eau. Sans oublier la toute première présentation publique du Z-Air, l'engin de transport volant imaginé par Franky Zapata.

VivaTech invitera le grand public lors de la journée du samedi à se frotter aux joues professionnelles d'e-sport ou à parier sur des courses de mini-voitures autonomes. Avec l'objectif de dépasser les 91 000 visiteurs séduits de l'an dernier.

# 66%

des Européens considèrent que l'IA n'aura pas d'impact négatif sur la société

Sondage Harris Interactive Toluna

## « Communiqué »

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Le 16 août 2022, Endo International plc et certaines de ses filiales se sont mises en liquidation en vertu du chapitre 11 du Code américain des faillites auprès du tribunal compétent pour le district sud de New York. L'activité d'American Medical Systems (AMS), filiale d'Endo, reposait sur la fabrication et/ou la vente de mailles transvaginales. Le présent avis est destiné à vous informer de vos droits dans le cadre de cette mise en faillite, en ce qui concerne la date limite et la preuve de procédure de réclamation, ainsi que la vente proposée par Endo de la quasi-totalité de ses actifs.

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## CE QU'IL FAUT SAVOIR AU SUJET DE LA DATE LIMITE ET DE LA PREUVE DE PROCÉDURE DE RÉCLAMATION ?

L'échéance pour soumettre votre preuve de réclamation est dénommée la date limite. La date limite, ou l'échéance pour soumettre votre preuve de réclamation est le 7 juillet 2023 à 17 h 00 (heure de l'Est des États-Unis). Si vous ne présentez aucune preuve de réclamation dans le délai imparti, vous

perdrez tous les droits de dommages-intérêts ou autres indemnisations dont vous auriez pu bénéficier. Vous devez produire un formulaire de preuve de réclamation afin qu'il soit effectivement délivré avant la date limite. Un formulaire de preuve de réclamation peut être déposé par vous, un tuteur légal, des personnes survivantes ou les proches de personnes décédées ou handicapées. Le recours à un avocat n'est pas nécessaire pour le dépôt d'une preuve de réclamation en votre nom.

Pour une liste exhaustive des entreprises et des produits visés fabriqués et/ou vendus par Endo, AMS et leurs sociétés apparentées, et pour plus de détails sur la date limite et les instructions de dépôt d'une réclamation confidentielle pour préjudice corporel, rendez-vous sur [EndoClaims.com/fr/index-fr.html](https://EndoClaims.com/fr/index-fr.html) ou composez le 929.284.1688 (International).

## CE QU'IL FAUT SAVOIR SUR LA VENTE ?

Endo a l'intention de vendre la quasi-totalité de ses actifs dans une procédure de vente et d'enchères suite à la mise en faillite et sous réserve de l'approbation du tribunal des faillites. Endo cherche à s'assurer que la vente sera libre de tout privilège, charge et réclamation.

Si vous souhaitez contester ce projet de vente, vous devez le manifester par écrit, afin que votre contestation soit délivrée au plus tard le 7 juillet 2023 à 16 h 00 (heure de l'Est des États-Unis). Toute partie intéressée dont la contestation n'est pas conformément déposée et signifiée avant la date limite risque, en cas d'autorisation de vente, de perdre ses droits sur les actifs d'Endo. Les contestations qui n'ont pas dûment été déposées et signifiées ne peuvent pas être prises en compte par le tribunal des faillites.

Les détails relatifs au projet de vente (y compris la vente aux enchères des actifs d'Endo), à la date de l'audience visant à statuer sur la vente, et aux instructions de dépôt des contestations, sont disponibles à l'adresse [EndoClaims.com/fr/index-fr.html](https://EndoClaims.com/fr/index-fr.html) ou en composant le 929.284.1688 (International).

POUR TOUTE QUESTION OU DEMANDE D'INFORMATIONS SUPPLÉMENTAIRES :

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E-mail : [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Adresse : Endo International plc  
Claims Processing Center  
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Grand Central Station, PO Box 4850, New York, NY 10163-4850



# Exhibition on mothers bereaved by Troubles turns focus on UK legacy Bill

## Freya McClements

Northern Editor

Relatives for Justice group is part of campaign opposed to new UK law aimed at 'drawing a line' under the past

For years Maureen Rafferty watched Columba McVeigh's mother plead for the return of her son's body. One of the Disappeared, the 17-year-old from Co Tyrone was abducted, murdered and secretly buried by the IRA in 1975. His mother Vera died in 2007, aged 82, but investigators are still searching for her son's remains in a Co Monaghan bog.

"It's sad to think they're digging now for his body," says Rafferty. "His mother was on TV so many times and she died and they never found his body, that kills me. I keep thinking my heartache was bad, but it couldn't live with that."

Two years earlier, in 1973, Rafferty lost her son. Fourteen-year-old Philip was abducted by loyalists as he walked home from band practice in west Belfast. He was taken to a beauty spot where he was tortured and then killed.

The last time she saw Philip he had been wearing the new duffel coat she had bought to keep him warm. The next time she saw the coat it was in a plastic bag, saturated with blood.

For 25 years she could not talk about what happened. Now, aged 90, she says: "I can talk about Philip all day. There was a time I couldn't have done that, but I can do it now."

### Whole family lost

"I always say, I didn't just lose my Philip, I lost my whole family: my daughter and son Patricia and Stephen. I've been Brighton because I encouraged them to leave home because I was afraid of them. Even now when they're home, especially Stephen when he's out having few drinks with his mates, I would go to bed and let on I'm sleeping and not let them hear him coming in I think, 'thank God, he's home safe'."

Rafferty is one of 16 women whose portraits feature in a Belfast exhibition that at the end of the first part on the experience of the mothers bereaved by the Troubles.



Photographer Evanna Devine with her portraits of 16 mothers bereaved during the Troubles at the Botanic Gardens, Belfast. PHOTOGRAPH: MAL MCCANN

It is Different for Mothers An Irreparable Loss is a large-scale exhibition by photographer Evanna Devine and aims to begin the process of acknowledging that it was "different for mothers" and to highlight the contribution women have made to peace.

"From the day and hour that a woman loses a child, in any circumstance, we all treat that woman differently," says André Murphy of Victims and Survivors group Relatives for Justice (RFJ) that organised the exhibition and has been conducting research into the impact on mothers.

"She is looked after during the wake, she is supported during the funeral, and we instinctively do but we don't explicitly say it, that it is different for mummies."

"It's time we did it professionally, that we did the research and the official acknowledgment, that we tailor our support and our therapeutic programmes, but also recognise the difference in fact, that these women are actually primary victims."

RFJ is one of the victims' and survivors' groups campaigning

against the UK government's legacy Bill, which aims to "draw a line" under the past and would block criminal and civil cases and inquests and grant a conditional amnesty to perpetrators. It is almost universally opposed nationally and internationally, including by the United Nations, but supported by the UK government and veterans' groups.

### Lip service

"We have paid lip service to victims and survivors since the Good Friday [Belfast] agreement was signed," says Murphy. "They have at different times been used for political purposes, at times there has been piecemeal attention to some victims but we have not dealt with the overwhelming need for, particularly, truth, justice, acknowledgment and reparation to those families."

Time is of the essence. RFJ began exploring the impact of the Troubles on mothers in 2018. Since then, Murphy says, "we have lost two thirds, two-thirds of our mothers have passed away."

Rafferty met former minister for foreign affairs Simon Coveney. "I think I shocked him because he was sitting facing me and his head was well down after listening to all the things that happened to Philip."

"He more or less started to say, well it'll take a few years for this to happen, and I said,

"Excuse me son, I've just turned 90 and I haven't got an awful lot of time."

"I said, 'I've waited 50 years, don't you think that's long enough', and he put his hand right across his chest and said to me, 'that's my lifetime'."

"We have to do something now, not as a statement of regret in 10 years' time when they're all gone, because they will be," says Murphy.

"So in the context of the

**66 I think we're only starting to appreciate now what intergenerational trauma looks like**

Good Friday anniversary, there was a lot of celebration of what could be done and what was done and that's good, but we have failed victims and we continue to fail victims and, in particular, we failed those mothers who voted Yes.

"Those mothers [in the exhibition] all voted Yes, but yet the past 25 years have been completely engaged in court cases, in unrecognised grief, and we have failed them, and if this anniversary is to mean anything to them it has to be a commitment to them and an acknowledgment of them."

RFJ and Amnesty International are campaigning for the

Irish Government to "stand up" and take a case against the British government at the European Court of Human Rights over the legacy Bill.

In 1993, Ms Murphy says, RFJ was supporting "parents and spouses primarily, and some siblings, now we are looking at the children, the grandchildren, the nieces and nephews."

She gives the example of one young man, only a baby when his brother was killed during the Troubles, who took his own life at the spot where his brother died.

"Absolutely compounded" "I think we're only starting to appreciate now what intergenerational trauma looks like, and there is a mental health crisis which is absolutely compounded by this," she says.

Asked what needs to happen, she replies: "Pay attention. See these women and their needs and start informing policy and stop avoiding it and blaming others."

"We can't blame the fact that we don't have a process to deal with the past, we don't have the Stormont House Agreement [which was agreed between the Irish and British governments in 2014 but never implemented], which is true, but let's look at what we can do."

"Can we do a process of acknowledgment, can we recognise mothers as primary victims?"

In 1998 the agreement "all went over the top of my head, because I'd lost my son", says Rafferty. Now, looking back, she realises "all that was going on, and thank God, it is great".

"I look around town now and I see all the different nationalities, people coming and feeling a bit freer walking around, that was a great feeling."

But the loss, she says, "never goes away" for anyone who's lost a loved one.

"You think you're the only one in the world but God, I'm not. There's a lot of people had their heart broke with it all."

It is Different for Mothers exhibition at Botanic Gardens, Belfast concludes today at 2pm

# Terrorism charges dropped against Irish citizen in UK

Man was on way deliver news of death of Finbar Cafferkey when he was arrested

CONOR GALLAGHER  
Crime and Security  
Correspondent

A comrade of Finbar Cafferkey, the Irish man killed fighting in Ukraine, has been told by UK police he will not face terrorism charges following his arrest last month.

Philip O'Keefe, an Irish and US citizen, was arrested by UK counterterrorism police on April 22nd as he attempted to travel to Ireland to deliver the news of the Mayo man's death to the Cafferkey family.

Mr Cafferkey, from Achill Island, was killed by a mortar strike in Bakhmut in eastern Ukraine along with two other international volunteers as they fought to keep a vital supply route open to the city.

Mr O'Keefe previously fought with Mr Cafferkey against the Islamic State in Syria while they were both members of the Kurdish YPG. He was in Brussels when he heard Mr Cafferkey was believed to have been killed and it was decided among their friends that he should travel to Ireland to inform the family before they learned about it on the news or social media.

Connecting flight Mr O'Keefe travelled to London intending to get a connecting flight to Dublin. However, he was detained by the Metropolitan Police in Heathrow under contentious antiterrorism legislation.

Mr O'Keefe was detained for about six hours under section 7 of the Terrorism Act 2000, a wide-ranging piece of legislation that allows police to question travellers with no cause to determine if they might be a terrorist.

Under the Act, detainees have no right to silence and

are obliged to answer questions. They are also obliged to hand over any passwords for their electronic devices.

Mr O'Keefe refused to hand over the passwords to his devices, leading police to accuse him of obstructing justice and to extend his detention overnight. He was later released on bail pending a decision on whether he should face criminal charges under section 7 of the Act.

### Phone and laptop

Yesterday, Mr O'Keefe's solicitor, Alastair Lyon, was informed that police would not be filing charges. However, the police have refused to return Mr O'Keefe's phone and laptop, something Mr Lyon intends to pursue.

"They're not accepting that they're not entitled to seize phones and laptops," Mr Lyon said. "It drives a coach and horses through centuries of protection of people's private lives."

The Met Police has been asked for comment.

Mr O'Keefe has been in touch with both the Irish and US embassies seeking assistance.

Section 7 has been the subject of repeated criticism, particularly for its use against left-wing activists.

Last month, the Metropolitan Police used the law to stop a French publisher, Ernest Moret, he arrived in London before detaining him when he refused to hand over his passwords. Mr Moret's employers said he was stopped because he was allegedly involved in the French pension age protests.

Meanwhile, the Cafferkey family is still working to recover Finbar's remains. Efforts are being hampered by continued fighting around the city of Bakhmut.

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EMAIL: [EndoInquiries@rakroll.com](mailto:EndoInquiries@rakroll.com)

WRITE: Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

# Dublin-Monaghan bomb victims remembered

RONAN MCGREEVEY

The former police officer responsible for investigating the Dublin-Monaghan bombings has said the British authorities are co-operating fully with his inquiry.

Former chief constable Jon Boucher is heading up a number of historic investigations into the Troubles. These include Operation Denton, an investigation into the activities of the Glenanne Gang, which was a deadly part of the Ulster Volunteer Force (UVF) in mid Ulster that included rogue soldiers and police officers. It was blamed for around 120 sectarian murders during the 1970s and 1980s and operated mostly in counties Tyrone and Armagh.

The Glenanne gang is suspected of having carried out the 1974 Dublin and Monaghan bombings. The bombings on May 17th, 1974, resulted in the deaths of 33 people - 26 in Dublin and seven in Monaghan - on the worst day of the Troubles. There have long been allegations



Michelle O'Brien (seated), daughter of victim Anne Byrne, with (from left) Fran Banks, Sue McHugh and Arthur McHugh (seated) at the commemorative event on Talbot Street yesterday to mark the 49th anniversary of the Dublin-Monaghan bombings. PHOTOGRAPH: NICK BUCKNOLAN

that British government MI5 intelligence officers were involved in the planting of the bombs.

Mr Boucher, the former chief constable of Bedfordshire Police, said he was "reasonably pleased" with the progress in relation to Operation Denton and he planned to provide the report next year, which will be

the 50th anniversary of the Dublin-Monaghan bombings.

Mr Boucher attended the 49th anniversary commemorations yesterday, along with hundreds of relatives and friends of the deceased at the memorial in Talbot Street, Dublin. He told The Irish Times that the families of the Dublin-Monaghan victims have

been "really let down and failed in giving an understanding of what had happened and why it happened" by the authorities in both the UK and Ireland.

However, he added he was "definitely getting the support of the authorities in the north of Ireland and in Westminster. I am getting all the material that they have. There are some

challenges and there are some legal fights to be had and we have had them."

Speaking at the event, "faniste" Michael Martin said the families involved were "reassured by him and have faith" Mr Boucher will do his best to get to the truth of what happened during the bombings.

Mr Martin reiterated that the British government's legacy Bill, which would end all criminal investigations and inquests into the Troubles, is opposed by all parties on the island of Ireland. "It is not fit for purpose as it stands," he said.

Families of the bereaved laid wreaths at the Dublin-Monaghan memorial. Among them were the Bradley family, there to remember Joe Bradley (21), who was one of 11 people who died at Talbot Street.

Her twin Marion said she was totally lost without her sister even to this day. "I found her the following day in Jervis Street Hospital. We're looking for justice. It is not too much to ask after all of these years. We need answers," she said.

# Taoiseach condemns assault on Navan schoolboy

NATHAN JOHNS, LOUISE WALSH and JENNIFER BRAY

Taoiseach Leo Varadkar has condemned an assault on a schoolboy in Navan, Co Meath, describing the incident as "horrifying".

The victim (14) attended Our Lady of Lourdes Hospital in Drogheda where he received treatment for serious facial injuries and concussion.

The assault took place on Monday at around 2.30pm.

In footage of the incident circulating on social media, a group of individuals can be seen striking the young male in the face before encircling him and continuing to kick and strike him as he lay on the ground. The Garda has requested that people refrain from sharing the video out of respect for the victim.

Gardaí are appealing to those with information on the incident to contact Navan Garda station.

It is understood the teen was attacked just yards away from a family member's house to where he tried to crawl to safety.

One member of his family said: "No 14-year-old should be beaten like that for anything at all."

"We are shocked, horrified and upset at what can happen in this day and age."

"It is doing okay and being very brave about it."

The Taoiseach said that the video of the assault was "horrifying".

### Targeted

"It looks to me like somebody was targeted because they're different and they're

humiliated and physically assaulted," Mr Varadkar said.

"I think everyone would condemn this utterly. I understand there is a Garda investigation underway and that the victim has been treated for their injuries," Mr Varadkar said.

He laid out a path for Education and Training Board (LME TB) said that "significant disciplinary proceedings" have been initiated at school level.





**Rich rewards:**  
Saoirse Onyemekeihia, of Davis College, Mallow, Co Cork, at the Foróige Network for Teaching Entrepreneurship Programme (NFTE) 'Youth Entrepreneur of the Year Awards 2023' yesterday. Saoirse was a finalist in the 'Best Social Enterprise' category with her idea, the Competent Composter. More than 6,000 young entrepreneurs from all over Ireland took part via 186 local competitions.  
PHOTO:  
JULIEN BEHAL  
PHOTOGRAPHY

## Ian O'Doherty

### Images of burning tents bring shame on our country Page 21



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c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

## 'Psychic' who said dead dad wanted son to give her €10k is found guilty

Declan Brennan

A HOME carer and "psychic medium" has been convicted of deceiving a man of €10,000 by telling him his deceased father had told her he should give her the money.

Debbie Paget (56), of Knowth Court, Ballymun, Dublin, was on trial at Dublin Circuit Criminal Court charged with dishonestly inducing by deception James Byrne to give her €10,000. She was also charged with dishonestly inducing by deception Maria Byrne to give her €200.

She had pleaded not guilty to both offences. After deliberating for a little over four hours, the jury found Paget guilty, by a majority, of the first count and returned a not guilty verdict on the second count.

Judge Pauline Codd remanded Paget on continuing bail to July 10 for a sentence hearing. She thanked the jury for its service. "It was a highly unusual case. We appreciate the work you have done," she said.

In his evidence, James Byrne told Oisín Clarke BL, prosecuting, that he and his sister Maria and their mother lived together at Glendhu Road, Cabra, Dublin. He said Paget

was a home carer for a neighbour and they all got to know her that way.

He said on one occasion, Paget invited him to "a reading" and he thought this was a fortune telling and he would find out about his future. He said that during the session Paget started talking about my father and then told him: "Your father said you are to give me €10,000."

Mr Byrne said that he felt pressurised and gave his word to give her the money.

He said that Paget asked him: "When are you getting the money?" and told him: "If you don't, it will be a sin and the devil will get you."

The victim said that he later gave her €10,000 cash in an envelope after withdrawing it from his bank account.

Asked why he gave her the money, Mr Byrne told the jury: "I believed my father told her to tell me to give her the money, that's what I believed."

His sister testified that she gave €200 to Paget after the defendant told her during "a reading" that her deceased father had communicated with her and said that Ms Byrne should give her €200.

The siblings made a complaint first to the woman's

employer and then later to gardai.

When questioned, Paget told gardai she was publicly known as a "psychic medium" which meant that she could "see beyond the veil" and communicate with the dead. She said she had offered this service to people for 40 years and had "never charged a penny" to anyone for it.

Paget denied that she ever did "a reading" for the complainants and denied that she got any money from either of them.

She said she never asked either complainant for money and said she had no idea why either of them would lie.

Paget told gardai that at one point she felt that Ms Byrne no longer needed a carer and she had suggested to Ms Byrne that she cancel the care package. She said that after her dismissal, Mr Byrne told her that Ms Byrne later said to him: "Who does she think she f\*\*\*ing is, watch what I'm going to do to her."

Under cross-examination from Karl Monahan BL, defending, Mr Byrne accepted that he had a previous conviction for sexual offending but said that had nothing to do with this case.









# Sex harassment case sees \$60k fines



**Opinion**  
**Susan Hornsby-Geluk**

**T**he Employment Relations Authority recently slammed an employer with \$60,000 in fines and compensation orders after finding sexual harassment.

The successful applicant, Seulbi Gang, worked for construction company KNCC. She claimed that one of her supervisors, Jae Jeong Jang, had acted inappropriately towards her from the outset of her employment. When Gang reported this conduct to other employees and then to the director of KNCC, no action was taken and Gang subsequently resigned.

Along with her resignation, Gang provided a written statement to the board of directors of KNCC that detailed her experience at the company and requested KNCC address these issues.

The authority found that Gang had been sexually harassed and that no action had been taken by KNCC to deal with her concerns when raised.

Consequently, the authority upheld Gang's claims of constructive dismissal and unjustified disadvantage, as well as imposing a fine on KNCC for the failure to provide her with a healthy and safe working environment.



The case serves as a timely reminder to employers of their obligation to keep their employees safe from sexual harassment in the workplace. STUFF

*He also stood very close to her when she was seated at her desk, banging her chair deliberately, and asking sexually charged and threatening questions.*

This case raises two important questions, what constitutes sexual harassment, and what is the liability of employers for the actions of their employees?

The answer to the first question is spelt out in the Employment Relations Act which defines sexual harassment as behaviour that is unwelcome or offensive, or contains an implied or overt promise of preferential treatment, or an implied or overt threat of detrimental treatment.

In Gang's case, Jang's behaviour included telling her that she would be more sexually appealing if she wore sexy outfits and suggesting that she try to be a "honeytrap" in the KNCC showroom.

He also stood very close to her when she was seated at her desk, banging her chair deliberately, and asking sexually charged and threatening questions.

The authority had no difficulty in finding that the conduct of Jang, who was Gang's senior, was unwelcome sexual harassment of a

repetitive nature.

The next question considered by the authority was whether KNCC was liable for Jang's actions or otherwise culpable.

The Employment Relations Act provides that where an employee is subject to sexual harassment by another employee (or a customer or client), and makes a complaint to their employer, the employer must look into the matter and take "whatever steps are practicable to prevent any repetition of such a request or of such behaviour". Where the employer fails to take those practicable steps, the employee will be deemed to have a personal grievance against the employer.

In this case, when Gang reported her concerns to the director of KNCC she was told "to be more careful around Mr Jang because he had a reputation for

these sorts of actions". On resigning from KNCC, Gang was told by the director to sue Jang personally "but still forgive him and give him some latitude".

Unsurprisingly, these responses were not deemed satisfactory by the authority. Gang had unequivocally raised her concerns about Jang's behaviour with KNCC and the authority found KNCC "took no action to address them, and I find that in those circumstances her resignation was a foreseeable consequence of its total failure to act".

Due to its failure to take appropriate action to prevent a repetition of the conduct, KNCC opened itself up to liability for Jang's conduct and paid a hefty price for it. This case serves as a timely reminder to employers of their obligation to keep their employees safe from sexual harassment in the workplace.

Where a claim of harassment is raised with an employer, they should inquire into the matter and take whatever steps are practicable to prevent any repetition of the events. Failure to do so exposes employees to unacceptable risk and creates a culture of benign indifference.

*Susan Hornsby-Geluk is managing partner at employment law firm Dundas Street and a regular opinion contributor.*

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Grand Central Station, PO Box 4850  
New York, NY 10163-4850



# Postie foils fraudster's golden plan

Melissa Nightingale

One of New Zealand's biggest fraudsters has been busted using a couple's money to buy \$300,000 of gold online – then seeking revenge on the postie who unwittingly foiled his plan.

Wayne Thomas Patterson was previously imprisoned for eight years for the country's largest welfare fraud, stealing \$3.2 million using 123 false identities – complete with disguises.

That offending involved \$1m worth of cash and gold bars, which he had hidden away behind walls and in secret cubbyholes within his home.

Patterson's love for gold has re-emerged with his latest offending,



Wayne Patterson

which he was sentenced for in the Wellington District Court.

According to the police summary of facts, Patterson was working as an electrician at the victims home in Martinborough with access to their key lock box in 2019.

In November 2021, the victims went on a holiday to the South Island and let their postman know they'd be gone and to hold their mail.

Five nights in a row while they were away, Patterson went into their home and used their internet to send emails to Auckland-based gold exchange companies Morris and

Watson Ltd, and NZ Mint.

Police identified a person purporting to be one of the victims had sent emails to the firms arranging for the purchase of \$300,000 worth of gold bullion and coins.

Patterson used the victims' computer to transfer the \$300,000 payment for the gold.

The gold exchange companies sent the gold to the victims' address in five packages, but Patterson's scheme hit a hurdle when the items never reached the house.

The police found the packages of gold being held by the postman and the Martinborough NZ Post depot, as previously agreed on by the victims.

Patterson sought revenge on the postman a couple of months later.

He travelled to the man's home and put firelighters under the wheel of the postie van and set them alight, but the fire did not take hold.

On another occasion, Patterson stole an item from a Mitre 10 store.

The store manager contacted Patterson's employer, who then discovered Patterson had lied on his CV and had been in prison for fraud at times he claimed he was in other employment.

His employer started a disciplinary process but Patterson resigned before it could be completed.

After resigning, Patterson sought retribution against the Mitre 10 staff member who identified the theft. He went to his home in Carterton and set fire to two vehicles in a carport,

which was attached to the house.

Patterson also tried to exact revenge on the Mitre 10 manager who had contacted his employer, but was followed by police and arrested after setting a vehicle alight.

Police sought reparation from the court for the fire damage in each incident, as well as a gold exchange fee of \$630 for his first victims, and a \$6243 devaluation in gold and reimbursement for BNZ.

Patterson appeared for sentencing on charges of burglary, accessing a computer system for dishonesty, arson and attempted arson, and theft.

Judge Peter Hobbs sentenced him to four years and nine months in prison, and made an order for reparation.

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## Appeal bid fails

A man sentenced to 11 years in prison for ill-treating a child, including claims that he locked her in a cupboard full of spiders, ripped out her hair and tried to force her to eat her own vomit, has been denied the right to appeal his conviction. The Supreme Court has dismissed his bid to appeal an earlier decision by the Court of Appeal, which also dismissed his request for re-examination against his conviction in relation to violent and sexual offending against a single complainant. The man was sentenced in 2021 after he was found guilty of causing grievous bodily harm with reckless disregard and also convicted on two charges of rape, two charges of unlawful sexual connection and of performing an indecent act on a person under 16 – offences which occurred between June 2010 and June 2015, beginning when the complainant was around 13 or 14 years old.

## Drug charges laid

A 38-year-old Auckland central resident has been charged with more than 60 counts of allegedly importing drugs into New Zealand over the past two-and-a-half years. The charges include eight counts of importing or attempting to import a combined total of more than 16kg of methamphetamine. Each of those charges could carry a sentence of up to life imprisonment. He was also charged with multiple counts of importing a combined total of more than 10kg of MDMA and 22kg of methamphetamine ingredient ephedrine and 40 counts of importing an "unknown" class B drug. Each of those charges could carry a sentence of up to 14 years imprisonment. There are also three counts of money laundering totalling more than \$250,000. The average wholesale price in 2020 for a kilogram of methamphetamine was around \$160,000 to \$200,000 in New Zealand, law enforcement experts have previously testified.

## Upskirt in court

A man caught taking upskirt videos of unsuspecting women at a mall for a third time has told the court he does it when he is stressed. Seth Frater, 41, was sentenced to community detention when he appeared at the Auckland District Court yesterday. At a Newmarket mall on July 23, 2022, he stood close to his victim at the escalator, placed his phone below her skirt and started recording, the court heard. Judge Simon Lance said Frater was convicted and sentenced for exactly the same offending in 2016 and 2018. His repeat offending has also led to the break-up of his marriage and affected his relationship with his child. Judge Lance accepted what he called the man's "remorse, regret, and guilt" and sentenced him to four months of community detention with a night-time curfew. He also ordered Frater to pay \$300 to the victim for emotional harm.



## Child in car during ramming

McAnally fled the scene, making no attempt to see if the

McAnally was convicted of careless driving causing injury and failing to stop to ascertain injury.

"I don't need to criminalise you any more and I don't think a further penalty is required," the judge said.

Finch attempted to confront driver. A chase ensued, with Fi



child was in the car was an aggravating feature.

"You simply lost your temper in a very dangerous, controlling way," Judge Smith said.

erin.carr@odt.co.uk

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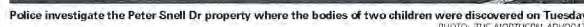
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### Super quiz



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**10** Why were aviation authorities concerned about a flight made in New Zealand in March 1967 by Fred Ladd?

**Answers:**


Under Auckland Harbour Bridge. (Culham, 9, *Wid. Rev.*; 10, *H. Magically Few*)

Homeless. 7, Unadorn City Library, & Simon

Flight sets win 6-0, 6-0, 6-0, 6-0, 6-0, 6-0




pieces of wood from interlocking

of joints. 4, Types of




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**McKenzie Willis interiors**



# Alleged killer fingered co-accused



## Court

**Jake Kenny**

jake.kenny@stuff.co.nz

The alleged killer of a teenager at a party quickly shifted the focus to his co-accused when he was arrested by police after a four-day manhunt in the wake of the boy's death, a court has heard.

Connor Whitehead, 16, died from about 214 small shotgun pellet wounds to his chest after he was shot at a birthday party on Heaphy

Pl in Casebrook, on November 5, 2021. Daniel Nelson Sparks, 44, pointed the finger at his co-accused Joshua David Craig Smith, 33, after the innocent teenager was gunned down at Sparks' daughter's 15th birthday party.

The pair are on trial in the High Court at Christchurch for Whitehead's murder. Sparks was found and arrested by police four days after the shooting, a day after Smith was arrested.

His police interview with Detective Kelvin Holden, whose evi-

dence was read, was played to the jury yesterday. "I know I am in trouble," Sparks told the detective when he was arrested.

Sparks was a Mangu Kaha gang member. He'd been a member for three years and was happy with how things were going and his direction with the "club", he told Holden.

Sparks had received a call from his son to say members of the Neighbourhood Crips (NHC) had shown up at his daughter's party and were assaulting attendees.

Sparks said he and Smith loaded up Smith's VW Golf car with an old shotgun, and a Mosberg pump-action shotgun he owned.

When they arrived, Sparks got out of the car and ran towards the driveway before being met by kids yelling "Crips, Crips, Crips" at him. He responded with his own gang call, "Mangu Kaha", he told Holden.

Sparks then heard a gunshot, turned around, and saw that Smith had the old shotgun and had fired it, he said. Teenagers began rush-

ing Smith, so Sparks ran back to him, took his Mosberg out of the car and fired it in the air to cause them to scatter, so they could make their escape.

The pair took off and made efforts to cover their tracks, including burying both guns at the Spencer Park forest, Sparks said.

He described the moment Smith read an article on *Stuff* two days later saying a child had died. "He was freaking out. I don't blame him, he knows he shot that kid," he told the detective.

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The Mueller Wing has been boarded up since the 2016 flood, although Scenic Group announced in March that it was committed to plans for a \$50 million rebuild.

## Franz Josef \$30m flood claim settled



**Brendon McMahon**

A \$30 million claim against the West Coast Regional Council by the insurers for the Scenic Hotel Group after a flash flood ruined its former Franz Josef hotel has been settled out of court.

Flooding from the Waiho (Waiau) River in April 2016 poured through the Mueller Wing, the staff quarters, of the former THC Hotel.

Westland District Council was named as second defendant in the insurer's claim.

The regional council's 2021-22 annual report said the \$30m claim was denied and would be defended with the backing of its public liability insurer.

Chairperson Peter Haddock confirmed that a settlement had been reached in mediation last week. "It's a confidential settlement, but that's between Westland District Council, WRCR and Scenic Group."

Haddock said he didn't know the figures of the settlement, but it was possible the sum the council's insurers had agreed would eventually be disclosed on the balance sheet.

The fact that the case had been settled was positive for everyone, and particularly for the Franz Josef community, which needed to move ahead in securing its future with flood protection, he said.

Westland mayor Helen Lash also welcomed the settlement and said that hopefully, the aspirations and hopes for Franz could now confidently move ahead.

"It's been a very long road, very trying. This will hopefully enable both the regional council and ourselves to continue to do what we can to develop and protect what we can for Franz Josef."

A separate issue around Scenic Circle's refusal to give approval for \$12.5m of rock work on a bank of the Waiho would also hopefully now move forward, Lash said.

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**N**a vijftien jaar van al dan niet geklachte onderhandelingen en lange vragen- en debatsessies in de Tweede Kamer, kan minister Carola Schouten deze en komende week de laatste horde voor een nieuw pensioenstelsel nemen.

door Willemijn van Benthem en Leon Brandsema

Een ruime meerderheid van de Eerste Kamer lijkt minister Schouten groen licht te gaan geven voor het nieuwe pensioenstelsel. Dat groene licht komt er evenwel niet zonder het nodige tumult, nota bene vanuit de coalitie zelf. Het wetenschappelijk bureau van het CDA riep de eigen senatoren op tegen de wet te stemmen, omdat de risico's van de overgang naar een nieuw stelsel te groot zouden zijn. Toch leek maandag in het eerste deel van het debat de 'pensioencoalitie' van VVD, D66, CDA, CU, PvdA en GL de geleerden gesloten te houden, al willen zowel CDA als de linkse partijen wel dat er meer tijd komt voor de overgang naar het nieuwe stelsel. Dat moet nu

in 2027, maar CDA-senator Ria Oomen pleit zelfs voor 2030.

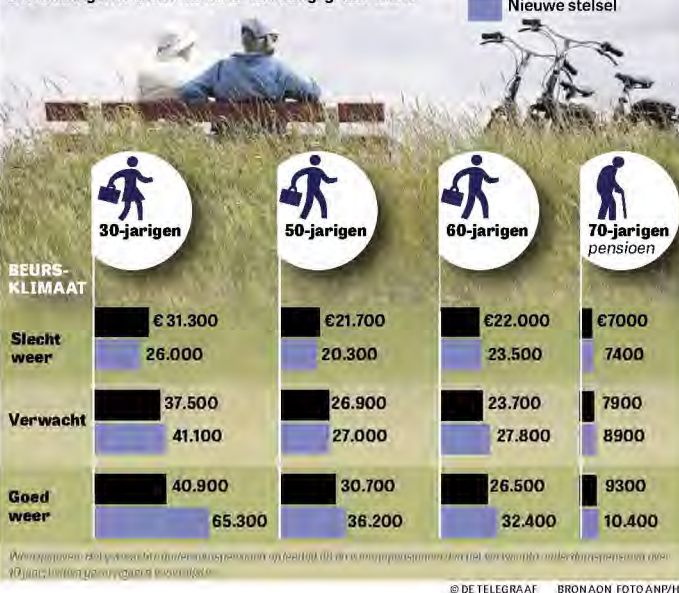
Actuaris Henk Bets snapt de kritiek op Schoutens pensioenwet. „Ik ben ook niet echt blij met het voorstel dat er ligt.“ Het doel van kabinet en sociale partners was een pensioenstelsel neer te zetten dat economisch meebeweegt, in plaats van dat er indexaties verleend of niet verleend kunnen worden die zo in tegenstelling waren met de vermogens op de balans. Ook zou het modern zijn in het kader van de huidige arbeidsmarkt, waar veel werkenden vaker van baan wisselen dan veertig jaar geleden. Daarnaast zou het stelsel simpeler worden. Bets heeft twijfels bij de

pensioenplannen. „Het pensioenstelsel is niet koopkrachtgericht. Er wordt te weinig risico genomen om voldoende rendement te behalen, maar als je meer in aandelen belegt om hogere uitkeringen te krijgen, loop je te veel risico.“ Hij vindt beide scenario's niet optimaal.

Corine Reedijk van pensioenadviseur Aon vindt het vooral nog de vraag wat de dekkinggraden zullen zijn van de pensioenfondsen op het moment van de overgang naar het nieuwe stelsel, het zogeheten invaren. Want als een fonds een dekkinggraad heeft van 120% in plaats van 100%, mag er meer aan de deelnemers worden toebedeeld. „Maar het kan dus ook zo zijn dat als een pensioen-

## RESULTATEN NIEUW PENSIOENAKKOORD

Berekeningen transitie met startdekkinggraad 120%



fonds later wil invaren – het geluid gaat dat één of twee van de grote fondsen dat mogelijk willen doen – en op dat moment de dekkinggraad lager is, die deelnemers minder krijgen dan wanneer je bij een fonds zit dat eerder de boel verdeelt bij een hogere dekkinggraad.”

Het spannendste van de overgang vindt Reedijk het draagvlak. „De wet zou

simpeler worden, maar is in het afgelopen jaar erg ingewikkeld gemaakt door ingrepen om aan alle aanvullende eisen en vragen te kunnen voldoen.”

Ook is er minder draagvlak bij de deelnemers omdat het risico – in tegenstelling tot het huidige stelsel – bij de deelnemer wordt gelegd. „En daarvoor moeten buffers en reserves worden aangehouden. Dus

ja, dat er is geknaagd aan het maatschappelijk draagvlak is eigenlijk het grootste risico van dit stelsel. Er is flink gepolderd.”

Reedijk ziet een sleutel in goede communicatie. „Zorg dat als je als deelnemer een adviesgesprek aangeboden krijgt, je dat gesprek aanneemt. De lastige zaken worden er niet door opgelost, maar het begint wel allemaal met goed inzicht.”

(advertentie)

### JURIDISCHE KENNISGEVING

**ALS U OF EEN FAMILIED SCHADE HEEFT GELEDEN DOOR ENDO OF EEN GERELATEERD BEDRIJF, WAARONDER AMS, OF HUN PRODUCTEN, WAARONDER TRANSVALER MESH, KUNNEN UW RECHTEN WORDEN BEÏNVLOED DOOR DEADLINES IN HET FAILLISSEMENT VAN ENDO.**

De deadline om een claim in te dienen in het faillissement is 7 juli 2023 om 17:00 uur (Amerikaanse Eastern Time).

De deadline om bezwaar te maken tegen de verkoop van Endo is 7 juli 2023 om 16:00 uur (Amerikaanse Eastern Time)

#### WAAR GAAT HET OVER?

Op 16 augustus 2022 hebben Endo International plc en bepaalde van haar dochterondernemingen het chapter 11-faillissement aangevraagd bij de faillissementsrechtbank van de Verenigde Staten voor het zuidelijke district van New York. Endo-partner American Medical Systems (AMS) produceerde en/of verkocht transvaginale mesh. Deze kennisgeving is bedoeld om u te informeren over uw rechten in dit faillissement met betrekking tot de datum van verjaring en de procedure voor het indienen van een vordering en de voorgestelde verkoop door Endo van vrijwel al zijn activa.

#### WAT IS EEN CLAIM?

Een "vordering" betekent een recht om betaling of andere compensatie te vorderen. Als u of een ander familielid schade heeft geleden door Endo of een gerelateerd bedrijf, waaronder American Medical Systems (AMS), of hun producten, waaronder transvaginale mesh, kunt u een claim indienen tegen een of meer van deze entiteiten. Om een claim in te dienen, moet u een bewijs van vordering indienen in de faillissementszaak. U kunt een claim indienen namens uzelf of een overleden of gehandicapt familielid.

Voorbeelden van claims die kunnen worden ingediend in het Faillissement van Endo omvatten, maar zijn niet beperkt tot vorderingen inzake transvaginale mesh voor bekkenpijn, infecties, bloedingen of andere vermeende aandoeningen.

#### WAT MOET U WETEN OVER DE BARDATUM EN HET BEWIJS VAN CLAIM PROCES?

De deadline voor het indienen van uw bewijs van claim wordt een bardatum genoemd. The uiterste datum of de deadline om uw vordering in te dienen, is 7 juli 2023 om 17:00 (Amerikaanse Eastern Time). Als u vóór de deadline geen bewijs van vordering indient,

verliest u alle rechten die u had om betaling of schadevergoeding te eisen. U moet het formulier voor bewijs van vordering indienen, zodat het daadwerkelijk ontvangen wordt op de uiterste datum. Een bewijs van claimformulier kan worden ingediend door u, een wettelijke voogd, overlevenden of familieleden van mensen die zijn overleden of gehandicapt zijn. U heeft geen advocaat nodig om een bewijs van vordering voor u in te dienen.

Voor een meer volledige lijst met relevante bedrijven en producten geproduceerd en/of verkocht door Endo, AMS en hun gerelateerde bedrijven, en voor meer volledige informatie over de uiterste datum en instructies over het indienen van een vertrouwelijke leidselvordering, gaat u naar [EndoClaims.com/nl/index-nl.html](http://EndoClaims.com/nl/index-nl.html) of belt u 929.284.1688 (internationaal).

#### WAT MOET U WETEN OVER DE VERKOOP?

Endo is van plan om vrijwel al haar activa te verkopen in een veiling- en verkoopproces in de faillissementszaak en onder voorbehoud van goedkeuring door de faillissementsrechtbank. Endo wil dat de verkoop vrij is van alle vorderingen, retentierechten en lasten.

Als u het niet eens bent met de voorgestelde verkoop, moet u schriftelijk bezwaar maken tegen de verkoop, zodat uw bezwaar op of vóór 7 juli 2023 om 16:00 uur (Amerikaanse Eastern Time) wordt ontvangen. Elke belanghebbende partij die zijn bezwaar niet binnen de bezwaartermijn naar behoren indient en dient, kan zijn vordering op de activa van Endo verliezen als de verkoop wordt goedgekeurd. Bezwaren die niet naar behoren zijn ingediend en betekend, kunnen niet door de faillissementsrechtbank in behandeling worden genomen.

Volledige informatie over de voorgestelde verkoop, waaronder veilingen van de activa van Endo, de datum van de verkoopzitting om de verkoop te overwegen en instructies voor het indienen van een bezwaar, zijn beschikbaar op [EndoClaims.com/nl/index-nl.html](http://EndoClaims.com/nl/index-nl.html) of door te bellen naar 929.284.1688 (internationaal).

### ALS U VRAGEN HEEFT OF ALS U AANVULLENDE INFORMATIE WILT:

Telefonisch: 929.284.1688 (International)

Schriftelijk: [EndoClaims.com/nl/index-nl.html](http://EndoClaims.com/nl/index-nl.html)

E-mail: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Bezoekadres: Endo International plc Centrum voor de verwerking van claims  
 c/o Kroll Restructuring Administration LLC  
 Grand Central Station, PO Box 4850  
 New York City, NY 10163-4850 (Verenigde Staten)







## ECONOMÍA Y TRABAJO



Una pareja, frente a una oficina del BBVA en 2020. / LUIS TELLO (EFE)

## Los grandes bancos vuelven a ampliar su plantilla tras años de ajustes

BBVA y el Santander son los que más empleados suman hasta marzo

HUGO GUTIÉRREZ (CINCO DÍAS)

Madrid

La crisis de 2008 y la era de tipos negativos o cero del Banco Central Europeo (BCE) zarandearon al sector financiero. Llegaron los años de fusiones bancarias, cierre masivo de oficinas y recortes de plantilla. Sin embargo, con la apuesta por la digitalización, los grandes bancos vuelven a aumentar el número de empleados, según sus cuentas del primer trimestre: todos crecen respecto a cierre de 2022 con la excepción de Unicaja.

Según el Banco de España, el número de empleados se redujo casi un 40% entre 2008 y 2021, hasta 168.352 trabajadores, mientras que han bajado la persiana más de un 60% de sucursales respecto a septiembre de 2008 (a finales del año pasado se contabilizaban 17.735 en España). "Se ve una continua pérdida de empleo, que es lógica al ir en paralelo a la reducción de la red de oficinas", explica Joaquín Maudos, director adjunto del Instituto Valenciano de Investigaciones Económicas (IVIE) y catedrático.

Una tendencia que la gran banca ha roto. En el inicio de este ejercicio, los seis bancos del Ibex —CaixaBank, Santander, BBVA, Sabadell, Unicaja y Bankinter— ganaron plantilla de forma agregada. "La transformación del sector está obligando a las entidades a demandar en mayor medida determinados perfiles más cualificados", argumenta Marta Alberni, consultora de Analistas Financieros Internacionales (Afi).

Si se compara el primer trimestre de 2023 con el último del año pasado, el BBVA es el que más crece en el país: ha ganado 435 trabajadores, un 1,7% más. "Estamos contratando talento tecnológico y creando empleos en nuevas áreas. En España estamos enfocados en la creación de empleo en ingeniería, datos y BBVA IT [para la captación de talento en tecnología]", dicen fuentes del

banco. En la comparación con el mismo periodo del ejercicio pasado, el avance ha sido superior: de 1.583 empleados, un 6,4% más. Le sigue el Santander. "Ha habido contrataciones en oficinas y también en perfiles tecnológicos. Por ejemplo, este año hemos creado el *hub* de Málaga y hemos reforzado áreas de servicios centrales", recuerdan en la entidad. El grupo ha ganado 208 empleados entre enero y marzo, un 0,8% más. Y respecto al mismo periodo de 2022, la subida es del 3,6%.

### Nuevos perfiles

Maudos incide en el cambio de perfil: "Ganan protagonismo las competencias digitales. Además, los especialistas en banca de empresas y de inversión también están muy cotizados, porque son dos áreas de negocio creciente".

Las fusiones bancarias distorsionan en parte los datos. Ejemplo de ello es CaixaBank, que en la comparación con el primer trimestre de 2022 no aumenta plantilla por las 6.452 salidas pactadas en julio de 2021 tras la absorción de Bankia. Pese a ello, si se compara con el cierre del año pasado, el grupo avanza en número de empleados. "Se está contratando personal de oficinas para algunos territorios, así como para la parte tecnológica", relatan fuentes de la entidad. Algo similar ocurre con Unicaja, que en su caso pierde plantilla tanto en la comparación trimestral como con el mismo periodo de 2022 por los 1.513 despidos tras la fusión con Liberbank.

El Sabadell gana 212 empleados en el año (82 si se compara con el cierre de 2022). "La banca vuelve a ser un destino atractivo para profesionales de mucho talento", aseguran fuentes del grupo. La rara avis es Bankinter. En su caso, no estuvo inmerso en los duros recortes de la Gran Recesión. "Ha creado empleo en los últimos 10 años, en la medida de sus posibilidades", apostillan fuentes de la entidad.

## AVISO LEGAL

**SI USTED O ALGUNO DE SUS SERES QUERIDOS SE HAN VISTO PERJUDICADOS POR ENDO O POR UNA EMPRESA RELACIONADA, INCLUIDA AMS, O POR SUS PRODUCTOS, COMO LA MALLA TRANSVAGINAL, SUS DERECHOS PUEDEN VERSE AFECTADOS POR LOS PLAZOS DE LA QUIEBRA DE ENDO.**

La fecha límite para presentar una reclamación para la quiebra es el 7 de julio de 2023, a las 5:00 p.m. (hora del este de EE. UU.).

La fecha límite para oponerse a la venta de Endo es el 7 de julio de 2023, a las 4:00 p.m. (hora del este de EE. UU.).

### ¿DE QUÉ SE TRATA?

El 16 de agosto de 2022, Endo International plc y algunas de sus filiales se declararon en quiebra al amparo del Capítulo 11 del Tribunal de Quiebras de los Estados Unidos para el distrito sur de Nueva York. La filial American Medical Systems (AMS) de Endo fabricaba y/o vendía mallas transvaginales. Este aviso busca informarle de sus derechos en esta quiebra con respecto a la fecha límite y al proceso de prueba de reclamación y a la venta propuesta por Endo de sustancialmente la totalidad de sus activos.

### ¿EN QUÉ CONSISTE LA RECLAMACIÓN?

La «reclamación» es el derecho a solicitar un pago u otra compensación. Si usted o alguno de sus seres queridos ha sido perjudicado por Endo o por una compañía relacionada, como American Medical Systems (AMS), o por sus productos, incluida la malla transvaginal, es posible que tenga derecho a reclamar a una o más de estas entidades. Para reclamar en el caso de quiebra, deberá presentar una prueba de reclamación. Puede presentar la reclamación en su nombre o en el de un pariente fallecido o discapacitado.

Ejemplos de reclamaciones que pueden presentarse en la quiebra de Endo serían, entre otras, por dolor pélvico, infección, hemorragia u otras supuestas lesiones causadas por la malla transvaginal.

### ¿QUÉ NECESITA SABER ACERCA DE LA FECHA LÍMITE Y DEL PROCESO DE PRUEBA DE RECLAMACIÓN?

La fecha límite es la fecha de vencimiento para presentar la prueba de reclamación. La fecha límite o de vencimiento para presentar su prueba de reclamación es el 7 de julio de 2023 a las 5:00 p.m. (hora del este de EE. UU.). En caso de que no presentara su prueba de reclamación antes de la fecha límite, perderá todo derecho a solicitar un pago o compensación. Deberá presentar el formulario de la prueba de reclamación, de forma que sea realmente recibido dentro del plazo de la fecha límite. El formulario de la prueba de reclamación puede presentarlo usted, un tutor legal, supervivientes o familiares de personas que han fallecido o que han quedado discapacitadas. Para presentar la prueba de reclamación no necesita un abogado.

Para obtener una lista más exhaustiva de las empresas y productos correspondientes que han sido fabricados y/o vendidos por Endo, AMS y sus compañías relacionadas y más detalles sobre la fecha límite y las instrucciones para presentar una reclamación personal confidencial por lesiones, visite [EndoClaims.com/sp-es/index-sp-es.html](https://EndoClaims.com/sp-es/index-sp-es.html) o llame al 929 284 1688 (internacional).

### ¿QUÉ NECESITA SABER ACERCA DE LA VENTA?

Endo tiene la intención de vender prácticamente todos sus activos en un proceso de subasta y venta en el caso de quiebra, lo que depende de la aprobación del tribunal de quiebras. Endo pretende que la venta sea libre de toda carga, cargo o gravamen de cualquier naturaleza.

Si usted no está de acuerdo con la venta propuesta, debe oponerse a ella venta por escrito para que sea recibida el 7 de julio de 2023, a las 4:00 p.m. (hora del este de EE. UU.) o antes. Toda parte interesada que no presente y entregue adecuadamente su objeción antes de la fecha límite puede perder su derecho a reclamar contra los activos de Endo en caso de que la venta sea finalmente aprobada. Las objeciones que no se presenten y notifiquen adecuadamente no serán tenidas en cuenta por el tribunal de quiebras.

Los detalles completos sobre la venta propuesta, incluida cualquier subasta de los activos de Endo, la fecha de la audiencia para decidir la venta y las instrucciones sobre cómo presentar la objeción están disponibles en [EndoClaims.com/sp-es/index-sp-es.html](https://EndoClaims.com/sp-es/index-sp-es.html) o llamando al 929 284 1688 (internacional).

### SI TIENE ALGUNA PREGUNTA O SI DESEA OBTENER MÁS INFORMACIÓN:

Llame al número: 929.284.1688 (internacional)

Visite: [EndoClaims.com/sp-es/index-sp-es.html](https://EndoClaims.com/sp-es/index-sp-es.html)

Correo electrónico: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Escriba a: Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850



# La madera y la industrialización revitalizan el sector de la construcción

El salón Construmat muestra el auge de los nuevos métodos más sostenibles

JOSE POLO  
L'Hospitalet de Llobregat

Vivir en una casa o un piso principalmente hecho de madera o prefabricado todavía es una rara avis en Catalunya. Pero a juzgar por las tendencias que se perciben en el salón Construmat, dedicado a la construcción, de aquí a unos años ya será bastante más común. De hecho, esta tendencia ya es una realidad más consolidada en otros países europeos.

"El salón muestra una manera de construir más sostenible y eficiente. La sociedad lo demanda", comenta el presidente de Construmat, Xavier Vilajoana. Relata que otra de las tendencias, la construcción de viviendas prefabricadas que se realizan en fábricas y no sobre el terreno como se hace tradicionalmente, ayuda a "incorporar talento joven y femenino" al sector. "Cada proyecto tiene una solución concreta", remarca el presidente de Construmat, que acabará mañana.

En la feria para profesionales que se realiza en el recinto de Gran Via de Fira en L'Hospitalet de Llobregat hay varias firmas que exponen soluciones con madera. "Nuestro sector vive una emergencia esperada y lógica. Construir con madera no es extraño en otros países. Es más sos-



Las soluciones de construcción con madera ocupan un lugar destacado en el Construmat de este año

tenible y saludable", asegura Salvador Ordoñez, director de World Wood Future, empresa especializada a hacer todo tipo de trabajos con este material.

"La madera no ha venido a substituir a otros materiales, sino a dialogar con ellos", considera

Según Ordoñez, ahora se vive una cierta contradicción: "Tenemos madera, los recursos necesarios, pero no tenemos la industria para atender a la demanda creciente". Por eso se busca el elemento en otros países como Francia y Finlandia, entre otros.

Sebastia es "la única empresa catalana que construye con madera del Pirineo", cuenta su director comercial, Sergi Sebastia. Se ocupan de todo el ciclo: talan, manipulan y crean con este material. "Hacemos gestión forestal sostenible", recalca. Según opina

Sergi Sebastia "no es cierto que en Catalunya no tengamos madera de calidad".

El otro aspecto en auge son las casas prefabricadas. Es decir, que se llevan a cabo en fábricas y no a pie de obra como se ha hecho toda la vida. Después, se instalan. "En una fábrica lo controlas todo, no improvisas", defiende Montse Pujol, consejera delegada de PMP, empresa con años de experiencia en este ámbito. "Como compras al por mayor, consigues mejores precios. Además, la construcción se hace en la mitad de tiempo", agrega. "Comenzamos en el 2006 y hasta el 2018 la progresión fue lenta. Desde entonces hasta ahora ha explota-

## Los fondos europeos Next Generation ofrecen una oportunidad para la rehabilitación

do", resuelve Pujol que, no obstante, reconoce que este método hoy por hoy ocupa un porcentaje muy pequeño del mercado.

Otro ámbito que se está impulsando es el de la rehabilitación de viviendas, con una inyección de 3.400 millones de euros de fondos europeos Next Generation hasta el año 2026. En Construmat hay apartados que explican cómo aprovechar esta oportunidad. "Ahora es mucho más fácil, las soluciones constructivas se han adaptado", asegura Eva Bonet, coordinadora de la oficina técnica de rehabilitación del Consell de l'Arquitectura Tècnica de Catalunya. ●

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Visite: [EndoClaims.com/sp-es/index-sp-es.html](https://EndoClaims.com/sp-es/index-sp-es.html)  
Correo electrónico: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

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# Drivers hit with £400m fines for Khan's eco charge



MOTORISTS have been hit with £400million of fines for failing to pay London's controversial emissions charges in the past 16 months.

Some 2,468,471 penalty charge notices were issued by Transport for London between January 2022 and April 2023 for non-payment of the daily £12.50 rate for driving in the centre of the capital.

Drivers whose vehicles do not meet the standards for the Ultra Low Emission Zone

By Mark Duell

(Ulez), receive a fine of £180 if they fail to pay the charge, although this is reduced to £90 if it is paid within a fortnight.

The fines increased in January from £160 and £80 respectively. The £180 figure would equate to £444,324,780 in fines; the £160 figure equates to £394,955,360.

Hundreds of thousands more drivers are likely to be affected when Labour mayor Sadiq Khan expands the zone at the end of

August. The Ulez has proven controversial amid claims it does little to improve air quality and badly affects families and tradesmen who need their vehicles.

Nick Rogers, the Conservatives' City Hall transport spokesman, said: 'Sadiq Khan's Ulez expansion takes money from charities, small businesses and people on low incomes, while doing next to nothing to improve air quality. These figures show once again that Sadiq Khan is more interested in making money than he is in tackling air pollution.'

Mr Khan plans to expand the Ulez on August 29 to cover all of Greater London, with its new borders reaching Buckinghamshire, Essex, Hertfordshire, Kent and Surrey.

But in April, a High Court judge decided five Conservative-led councils could challenge the plan and a judicial review to effectively determine whether Mr Khan acted legally

## 'Takes money from charities'

in how he gave the green light for its expansion will take place on July 4.

A spokesman for Mr Khan said: 'It sadly remains the case that thousands of Londoners die prematurely each year as a result of toxic pollution. The Ulez is not a money-making scheme and within a few years, as compliance increases, it will actually make a net loss.'

Comment - Page 14

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Grand Central Station, PO Box 4850

New York, NY 10163-4850

June 15, 2023

ON THIS DAY

## FROM THE DAILY MAIL ARCHIVE

JUNE 15, 1995

PRINCE WILLIAM delivered his verdict on his success in winning a place at Eton yesterday. 'Really pleased,' he declared. William, 13 next week, will start at the 555-year-old Berkshire school in September. His arrival at Eton ends a recent tradition of sending royal children to the tough Scottish school of Gordonstoun.

JUNE 15, 2002

MICK JAGGER is knighted, and yesterday, the rock veteran spoke of his delight at the honour. His knighthood has been the focus of controversy, with family campaigners raising concern at the example his wayward lifestyle sets. The superstar has seven children by four women and has had flings with a string of models.

## HAPPY BIRTHDAY

COURTENEY COX, 59.

While playing Monica Geller in sitcom Friends, the U.S. actress hid her lines in the fruit bowl and kitchen sink. She got her big break in 1984, in Bruce Springsteen's music video for Dancing In The Dark, as an adoring fan he pulls on stage to dance with him; she was paid \$350.

LAKESHMI MITTAL, 73. The Indian-born, UK-based steel magnate is worth more than £13 billion. His Kensington mansion has been nicknamed the Taj Mittal — as it contains marble imported from the quarry mined to build the Taj Mahal, as well as a ballroom and bejewelled swimming pool.

## BORN ON THIS DAY

WILBERT AWDRY (1911-1997) is the Hampshire-born creator of the Thomas The Tank Engine books. An Anglican minister, he was thrown out of one curacy and denied another due to his pacifist beliefs. When his son Christopher had measles, Awdry entertained him with stories about talking engines, but the sick boy noticed if details got changed, so he wrote them down, with sketches of them with faces.

GORDON WELCHMAN (1906-1985). The English mathematician was a wartime codebreaker, described as Bletchley Park's 'Architect of Ultra Intelligence' and its 'forgotten genius'. He adapted Alan Turing's design for the Bombe machine, turning it into a workable device, and set up Hut 6, leading the team that decrypted more than a million German codes.

## ON JUNE 15...

In 1983, BBC sitcom Blackadder, starring Rowan Atkinson, was screened for the first time. Its 40th anniversary is commemorated in a new set of Royal Mail stamps.

In 2022, Microsoft 'retired' its browser Internet Explorer after 26 years.

## WORD WIZARDRY

GUESS THE DEFINITION

Lemniscate (c.1781)

A) To delve, to dig; B) A closed curve in the shape of a figure eight. C) To lay blame.

Answer below

## PHRASE EXPLAINED

According to Hoyle: meaning according to plan or the rules; refers to Edmond Hoyle, who codified rules for various games.

## QUOTE FOR TODAY

'I'll not listen to reason... Reason always means what someone else has got to say.'

Elizabeth Gaskell,

English novelist (1810-1865)

## JOKE OF THE DAY

WHY don't ladybirds play hide and seek? They're always spotted.

Guess The Definition answer: B.

Compiled by ETAN SMALLMAN and ADAM JACOT DE BOINOD

## KUROSU

				X	X
			O		
X		O		X	
X			O		
		O			X
	O				

Today's difficulty rating ★★★

EVERY day in the Mail you can play Kuros, the most addictive brain teaser since Sudoku. There are two rules: 1: Fill in each space with either a nought or a cross so there are no more than two consecutive noughts or crosses in any row or column. Important note: diagonals don't count.

2: Each row and column must contain three noughts and three crosses.

## Solution on Mail Puzzles back page

PLAY more Kuros and 47 puzzles like them every day on your smartphone or tablet with the Mail Digital Edition, your Mail newspaper on your screen. Get a trial offer today at [mailpuzzles.co.uk](https://mailpuzzles.co.uk)

■ Daily Mail Kuros Volume 1 out now! Order for £6.29 (RRP £8.99) from [mailshop.co.uk/](https://mailshop.co.uk/) books or call 020 3308 9193. Free p&p on orders over £20.





# After blocking £55bn video game takeover ... CMA boss insists UK is not anti-business

THE boss of the competition watchdog has defended the decision to block Microsoft's £55bn mega-merger with video game maker Activision Blizzard – a day after the European Commission cleared the deal.

Sarah Cardell, chief executive of the Competition and Markets Authority (CMA),

By Leah Montebello

said it was not her intention to create a 'hostile environment' for business in the UK. 'This is a sector where we want to make sure, together, that we can create and support the best conditions for competition that will enable companies big and small to thrive, including many UK start-ups, many UK competitors,' she told MPs.

Cardell said the regulator

engages regularly with businesses and 'absolutely' considered the attractiveness of Britain when setting its strategy.

'I don't find that we are operating... in a hostile environment,' she told the business committee. Individual cases need to be decided on their merits.

'When we're looking strategically at the role of the competition authority, absolutely we will consider the impact of the decisions that we have made and the impact that has for the UK

economy, including the reputation externally.' Her comments come just a day after the European Commission approved the world's biggest gaming firm tie-up on condition that Microsoft ensures Activision's game catalogue will be freely available on other cloud game-streaming providers over the next ten years.

The European regulators said the commitments offered by Microsoft and Activision to maintain competition 'unlock significant benefits for competition and consumers'.

The decision marked a dramatic split from the CMA, which last month suffered a barrage of criticism after rejecting the merger.

Brad Smith, Microsoft vice-chairman, took aim at the 'unaccountable' regulator, claiming the English Channel has 'never seemed wider' for attracting businesses. He said: 'There's a clear message here – the EU is a more attractive place to start a business than the UK.'

And Activision, whose video games include Call Of Duty and World Of Warcraft, mocked Prime Minister Rishi Sunak's quest to make the UK the 'world's next Silicon Valley'.

'Global innovators will take note that, despite all its rhetoric, the UK is clearly closed for business,' the San Francisco business said following the CMA's block last month.

Microsoft and Activision are already putting together a legal team to challenge the UK ruling, while over in the US, the Federal Trade Commission is suing to block the merger with a court hearing due in August.

But Cardell yesterday stuck to her guns and said the proposed plans by Microsoft were inappropriate and would have allowed the tech giant to 'set the terms of trade for ten years'.

'I believe that strong competition is a positive signal for the UK's reputation externally,' the CMA chief said. 'You want to have strong



Bestseller: A character from World of Warcraft

competition in markets, it promotes growth and promotes innovation.'

Asked about how much the CMA had liaised with the US authorities over the Activision Blizzard takeover, Cardell (pictured below) said: 'We are absolutely not, and I would clarify this because I think there's been some speculation on this in the press – we are absolutely not, doing the bidding of other agencies.'

Appearing alongside Cardell in front of MPs on the House of Commons committee was the CMA's chairman Marcus Borkerink, who also pushed back against the idea that blocking deals made Britain seem less attractive.

'We are vigilant, as it is our duty to be vigilant, about investments that consolidate and entrench market power,' he said.

'I think I would challenge the premise that if there is an impact on international confidence in doing business in the UK, that the best way that that confidence is served is by turning a blind eye to anti-competitive mergers.'

Microsoft has until July 18 to complete the merger before owing Activision a termination fee, which could be as much as £2.4bn.

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## Interest Rates

Bank of Ireland UK announces that with effect from close of business on 12 May 2023, our Base Rate will be 4.50%

[bankofirelanduk.com/rates-and-fees](https://bankofirelanduk.com/rates-and-fees)

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# Blob-like sea jelly has the nerve to be mother of mankind

Rhys Blakely Science Correspondent

Scientists shed new light on one of our ancient ancestors by cracking one of zoology's toughest puzzles: which came first, the sea-sponge or the comb jelly?

Sponges are simple, sedentary sea creatures. Comb jellies are gelatinous blob-like organisms that swim through the oceans.

More than 500 million years ago, one of them became the first type of animal to diverge away from its ancestral lineage and form its own branch on the evolutionary tree.

After years of disagreement among scientists, a study published in the journal *Nature* has now suggested that it was the comb jellies that were the first to emerge in this way.

The evolutionary "trunk" from which the comb jelly branch split would itself later divide into four other major lineages of animal life that still exist today: sponges, placozoans (microscopic flat animals), cnidarians (such as anemones, jellyfish and hydra) and bilaterians (which include humans, as well as

molluscs, arthropods and numerous worms). The findings will allow scientists to build a clearer picture of what the ancestor of all animals looked like. We have very few fossils of these very early creatures. However, we know that comb jellies have muscles and neurons (nerve cells) while sponges do not.

It is reasonable to assume, the researchers argue, that all animals that have neurons and muscles share a common ancestor, which also had these traits.

If the sea jellies were the first group of animals to branch off, it suggests that "the last ancestor of all animals, which probably existed around 700 million years ago or longer, also had neurons and muscles", Dr Darrin Schultz, of the University of Vienna, who led the study, said.

By contrast, if sponges had been the first creatures to branch off — which many researchers had assumed was the case — it would have suggested that the ancestor of all animals lacked neurons and muscles. It would have been possible that these cell types only evolved tens of millions or even hundreds of

millions of years later, a scenario that it now seems we can rule out.

The research involved looking at the chromosomes of a variety of animals, thread-like structures found inside the nucleus of their cells, which carry their genes, which are formed from DNA.

The analysis revealed key similarities between the chromosomes of comb jellies and those of primitive unicellular organisms, which shared a common ancestor around a billion years ago. In each, there were 14 groups of genes that were each found on separate chromosomes.

In all the other animal lineages, including sponges, these 14 groups of

genes have been reorganised and now form seven groups. The researchers argue that this must have happened in a common ancestor of these creatures.

Crucially, this could only have happened after the comb jellies had split away.

Professor Daniel Rokhsar of the University of California, Berkeley, said: "It's

exciting: we're looking back deep in time where we have no hope of getting fossils, but by comparing genomes, we're learning things about these very early ancestors."

Schultz added: "The fingerprints of this ancient evolutionary event are still present in the genomes of animals hundreds of millions of years later. This research... gives us context for understanding what makes animals animals. This work will help us understand the basic functions we all share, like how they sense their surroundings, how they eat and how they move."

Comb jellies are thought to have started animal life



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# TMS

diary@thetimes.co.uk | @timesdiary

## Grim reaper's final insult

The comic actress Kathy Burke, who hosts a cheery podcast about the perfect death called *Where There's a Will, There's a Wake*, is worried that she will die in the same accident as someone far more famous. "I was on a flight last year and Olivia Colman was on it," she said. "I thought, 'Well if we go down, that's it. It's all going to be about Dame Olivia and no one is going to give a shit about me.' The Daily Mail page 8 will probably say: 'That horrible woman has perished: good.' As far forward as page 8? It could be worse. The Times didn't report the deaths of CS Lewis and Aldous Huxley until three days after they happened on November 22, 1963. Our attention had been distracted by events near a book depository in Texas on the same day."

### COLMAN'S SUPERHERO

Colman herself is happy to be overshadowed by Samuel L. Jackson, her co-star in a new Marvel mini-series called *Secret Invasion*. "I loved him," she gushed to *Empire*. "He said my trainers were 'dope'. I didn't take them off for a year." Colman, below, said her only regret was that she wasn't cast as a superhero. "I kept asking if I could be bitten by something or fall into a vat of something," she said. "They were having none of it."

Jeremy Hunt may have spent too long listening to football managers. The chancellor told the British Chambers of Commerce conference yesterday that he supported the Bank of England's role in monetary policy "150 per cent". And on National Numeracy Day as well.... Let's hope that's just an exaggeration, not a forecast for inflation.



### SPECTACLE IN UPPER THONG

Since he retired after 36 years of writing for Private Eye, Francis Wheen has found two things fill his social calendar. "I spend most of my time at funerals," he told Lackey Jacky at the launch of Andy McSmith's memoir, which led a passing Michael Cockerell to recall Harold Macmillan's line that "funerals are the cocktail parties of the geriatric classes". Wheen's other pursuit is to watch village cricket in places with funny names. Most recently he was in Upperthong, near Huddersfield, where he saw a young man share a double-century stand against Holmbridge. There was more riding on this than mere statistics. The youth was Wheen's son and he was about to marry his batting partner's daughter. "The wedding might not have gone so well if he'd run him out," Wheen said.

An election must be in the offing. Tory HQ launched a members' lottery yesterday with "a prize that no other lottery can offer" for those who stake £5 a month. The lucky winner will get £10,000 and a ten-minute chat on the phone with Rishi Sunak. Second prize, 20 minutes?

### MAD MISS AT WEMBLEY

As one of the biggest bands of the 1980s, with 15 top-ten hits by 1985, Madness should have performed at Live Aid, but the reggae band's lead singer has revealed that he blew the chance by turning down Bob Geldof when he offered him a slot at Wembley. "I thought this geezer couldn't organise a bunk-up in a brothel," Suggs admitted in an interview with Richard Herring. He decided instead to record a single with Jerry Dammers, of the Specials. "We sold 4,000 copies," Suggs said. "I'll never forget because I was moving house on the day of Live Aid and could hear it coming out of every house within a five-mile radius."

PATRICK KIDD



# Scenic island with historic links to Robert the Bruce up for sale

Craig Williams

IT'S an idyllic escape from it all, right in the heart of Loch Lomond, with a charming cottage and abundance of yew trees reputedly planted by Robert the Bruce.

Inchlonaig Island, which means the Island of Yew Trees, is a private island and it has now gone up for sale, with an asking price of offers over £995,000.

The most northerly of Loch Lomond's larger islands, Inchlonaig lies just north of Incheomnachan in one of the most tranquil parts of the loch.

It comes complete with a cottage, bathhouse, jetty and woodland.

The island is surrounded by a backdrop of spectacular mountain ranges, including Ben Lomond to the north as well as the Arrochar Alps to the west and north.

The island measures just under 200 acres (80 hectares) and is home to ancient woodland that includes around 800 yew trees.

Robert the Bruce is reputed to have planted the trees on the island in the 14th century.

Yew is the best wood for making a longbow and it is believed the Royal archers were supplied with yew from the island.

Cartographer and topographer Rev Timothy Pont recorded Inchlonaig as having an abundance of yew trees in the 1580s, while studies of the yews in 1770 and 1879 reached the conclusion that the trees were between 350 and 400 years old.

Inchlonaig is mentioned in a charter of 1541 and was used as pasture land for cattle in the 1600s.

A century later, a deer park was created on the island by Sir John Colquhoun of Luss. Fallow and white deer can still be seen there.

As well as a "glorious" forest, the island is home to a pretty, traditional two-bedroom cottage and three derelict bothies.

While the cottage has been used for holiday rentals and is currently let there are potential development opportunities in the form of the three derelict stone bothy buildings situated on the island.

Any such development would be subject to acquiring necessary consents.

The island also has its own jetty for launching and retrieving boats, with the picturesque conservation village of Luss located a 10-minute speedboat ride away.

Commenting on the sale, Cameron Ewer from real estate firm Savills said:



Inchlonaig island on Loch Lomond boasts ancient woodland, including trees that date back to Bruce's time, and a charming cottage

**"Inchlonaig Island is perhaps the ultimate in private retreats and a very special sale"**



"This is an exciting launch from a historic perspective. However, it also represents an incredible and rare opportunity to acquire a piece of Scottish heritage while enjoying the spectacular surroundings of Loch Lomond and the Trossachs National Park. Inchlonaig Island is perhaps the ultimate in private retreats and a very special sale."

market last month for offers above £150,000.

The agent in charge of the sale said there had been interest from Norway, Italy, Germany and the United States.

Selling agent Galbraith said: "Dumfries and Galloway is known for its beautiful scenery, extensive south-facing coastline and low population density."

"The island offers a wonderful sense of tranquillity and connection to nature which is highly valued as an escape from the stresses of hectic day-to-day lives."

The rocky island, which measures 25 acres, is perfect for sea anglers or bird spotters, and water sports enthusiasts.

Access to the 25-mile Barlocco Island is by boat, or at low tide on foot or by tractor or quad bike, and there is a pebble beach on the western side, where a boat can be anchored or beached.

Currently there are no dwellings or buildings on the island and no current or historic planning consents or applications relating to the island.

Offers for Barlocco have now closed.

## Big jump in mortgage arrears and homes being repossessed in first quarter of year, data shows

THE number of homes being repossessed and homeowners in arrears jumped in the first quarter of this year, according to figures from a trade association.

There was a 50% increase in the number of homeowner mortgages being repossessed in the first quarter of 2023, compared with the previous three months, UK Finance said.

Some 750 homeowner mortgaged properties were taken into possession in the first quarter of 2023.

UK Finance said the increase in repossessions is from a very low base, as since make their way through the courts.

The number of buy-to-let homes being repossessed also increased.

UK Finance said that 410 buy-to-let mortgaged properties were repossessed in the first quarter of 2023, which was 28% more than in the previous quarter.

In a further sign of



The UK housing market shows borrowers struggling

borrowers struggling, the number of homeowners in arrears also ticked upwards.

There were 76,650 homeowner mortgages in arrears of 2.5% or more of the outstanding balance in the first quarter of 2023, 2% greater than in the previous quarter.

Within the total, 28,180

balance. This was 5% higher than the previous quarter. Meanwhile, 7,030 buy-to-let mortgages were in arrears of 2.5% or more of the outstanding balance in the first quarter of 2023, 16% greater than in the previous quarter.

The Bank of England base rate has been hiked 12 consecutive times, pushing up costs for some mortgage holders on variable rates.

Many homeowners on fixed-rate mortgages are yet to feel the impact of rate hikes.

Previous figures from UK Finance indicate that homeowners whose mortgages directly track the base rate face a total average annual bill hike of around £5,000.

The Resolution Foundation recently said that richer households, which are more likely to be mortgaged than poorer homes and tend to have more expensive properties, will face the majority of the rise in mortgage costs.

## Police called to alleged 'gun alert' at hospital

ARMED police were called to a Glasgow hospital after a patient allegedly spotted a man sitting in its accident and emergency department with a gun.

Officers rushed to the Royal Infirmary after the alarm was raised just before 1am yesterday.

An eyewitness said that people were quickly funnelled out of the waiting area into side rooms as police dealt with the situation.

They added: "It was quite scary."

"People were taken away before the officers arrived, but there was

quite a police presence, a lot of cars."

A spokesperson for Police Scotland confirmed that a teenager had been arrested in connection with an alleged incident at the hospital and is now due to appear in court.

They added: "Police were called to Glasgow Royal Infirmary at around 12.50am on May 18, following a report of a man with a weapon."

"Officers attended and a 19-year-old man was arrested and charged. He is due to appear at Glasgow Sheriff Court."

## Funeral of late Queen cost UK Government £161.7m

THE funeral and lying-in-state of Queen Elizabeth II in September 2022 cost the UK Government an estimated £161.7 million, figures show.

The largest cost was reported by the Home Office at £73.7 million, followed by the Department for Culture, Media and Sport at £57.4 million.

The cost to the Scottish Government is estimated at £18.8 million, which is likely to have included events such as the lying-in-state in Edinburgh following her death at Balmoral Castle in Aberdeenshire.

The figures have been published by the Treasury as part of a written statement

to the UK Parliament, and cover the period from her death on September 8 to her funeral in London on September 19.

Other costs include: £2.9 million by the Ministry of Defence, £2.6 million by the Department for Transport, £2.2 million by the Welsh Government and £2.1 million by both the Foreign, Commonwealth and Development Office and the Northern Ireland Office. The Treasury said that the costs include "fully refunding" the Scottish and Welsh Governments, and the Northern Ireland Office, "which in turn they were able to repay to partners who also incurred costs".

## Wife of double murderer in court

Tom Torrance

THE wife of a double murderer has fearfully admitted picking him up from a blood-drenched crime scene as the two victims lay dead or dying.

Former Georgian police officer Vekhivna Lailashvili, 55, killed Lithuanians Dainius Kulboka, 44, and Jonas Semenas, 45, in Ilford, east London, after a drunken Russian New Year celebration in 2021.

Lailashvili, who worked in the motor trade, had shared five bottles of brandy with the two friends before he grabbed knives and stabbed Mr Kulboka eight times and Mr Semenas 52 times.

The sound of the attack could be heard on a doorbell camera opposite the house, with one of the victims pleading with the killer to stop.

Lailashvili called his wife Anrika Sivokova, to pick him up before emergency services arrived.

Police found the bloody remains of Mr Kulboka in the hallway and the second victim lying near the patio doors.

Sivokova was alleged to have led to police looking for her husband and to have disposed of his blood-stained clothes.

The reason for the violence was not known, but it was claimed that Lailashvili owed the victims some £30,000.

Last year Lailashvili was found guilty of double murder and jailed for life with a minimum term of 35 years.

Yesterday, Sivokova 55, pleaded guilty to perverting the course of justice between January 9 and 13, 2021. Sivokova said she had been "frightened" of her husband and was not used to defying him.

Sentence was adjourned to July 7 at Southwark Crown Court.

### LEGAL NOTICE

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).**

### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one, were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivor, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/uk/index-uk.html](https://EndoClaims.com/uk/index-uk.html) or call 929.284.1688 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/uk/index-uk.html](https://EndoClaims.com/uk/index-uk.html) or by calling 929.284.1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

**CALL:** 929.284.1688 (International) **WRITE:** Endo International plc  
**VISIT:** [EndoClaims.com/uk/index-uk.html](https://EndoClaims.com/uk/index-uk.html) **CLAIMS PROCESSING CENTER**  
c/o Kroll Restructuring Administration LLC  
**EMAIL:** [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com) **Grand Central Station, PO Box 4850**  
New York, NY 10163-4850


# Exhibit J



**ENDO INTERNATIONAL PLC**

International Social Media

You or a loved one may have a claim in the Endo bankruptcy if harmed by AMS or a related company or their products including transvaginal mesh.




**ENDO BANKRUPTCY**

**File a claim by July 7**

**Object to Endo's sale by July 7**

ENDOCLAIMS.COM  
**File a claim by July 7. Object to Endo's sale by July 7**  
Court Authorized Notice [Learn more](#)

You or a loved one may have a claim in the Endo bankruptcy if harmed by AMS or a related company or their products including transvaginal mesh.



**ENDO BANKRUPTCY**

**File a claim by July 7**

**Object to Endo's sale by July 7**

ENDOCLAIMS.COM  
**File a claim by July 7. Object to Endo's sale by July 7**  
Court Authorized Notice [Learn more](#)



# Exhibit K

Select Country

US - English



#### QUICK LINKS:

[File a Claim](#)

[More Complete List of  
Relevant Entities](#)

[Full Bar Date Notice](#)

[Letter from the  
Official  
Committee of  
Unsecured  
Creditors  
Regarding Bar  
Date Materials](#)

[Letter from  
Official  
Committee of  
Opioid Related  
Claimants  
Regarding Bar  
Date Materials](#)

[Full Sale Notice](#)

## LEGAL NOTICE

**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WAS HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PAR OR AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS, RANITIDINE, OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

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The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).

The deadline to object to Endo's sale is July 14, 2023, at 12:00 p.m. (prevailing Eastern Time).

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Debtors' Restructuring  
Website

Case Website

Official Committee of  
Opioid Related  
Claimants'  
Informational Website

Official Committee of  
Unsecured Creditors'  
Informational Website

Full Prescribing  
Information, Including  
Boxed Warnings\*:

OPANA®  
(Oxymorphone  
Hydrochloride)  
Tablets

OPANA® ER  
(Oxymorphone  
Hydrochloride)  
Extended-  
Release Tablets

PERCOCET®  
(Oxycodone and  
Acetaminophen  
Tablets, USP)

\*For a more complete  
list of relevant  
products, please see  
the proof of claim form  
[here](#).

## WHAT IS THIS ABOUT?

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On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates manufactured and/or sold, among other things, branded opioid medications (including but not limited to OPANA® (oxymorphone hydrochloride), OPANA® ER (oxymorphone hydrochloride extended release), and PERCOCET® (oxycodone and acetaminophen tablets)), generic opioid medications, generic ranitidine medications, and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

## WHAT IS A CLAIM?

---

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Par or American Medical Systems (AMS), or their products, including opioids, ranitidine, or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- **Ranitidine claims:** Claims for cancer, including bladder, esophageal, pancreatic, stomach, and liver cancer, among others.
- **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

## WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

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The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is **July 7, 2023, at 5:00 p.m. (prevailing Eastern Time)**. If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo and its related companies, including full prescribing information and BOXED WARNINGS for OPANA® (oxymorphone hydrochloride), OPANA® ER (oxymorphone hydrochloride extended release), and PERCOCET® (oxycodone and acetaminophen tablets), please refer to the “Quick Links” section on the left hand side of this page. For more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [here](#) or call **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

## WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

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Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.** A draft sale order was filed by Endo with the bankruptcy court on July 7, 2023 and is available [here](#).

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 14, 2023, at 12:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available [here](#) or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

## **IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

<b>Call:</b>	<a href="tel:877.542.1878">877.542.1878 (Toll-Free)</a> <a href="tel:929.284.1688">929.284.1688 (International)</a>
<b>Write:</b>	Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Visit:</b>	<a href="https://restructuring.ra.kroll.com/endo/">https://restructuring.ra.kroll.com/endo/</a>
<b>Email:</b>	<a href="mailto:EndoInquiries@ra.kroll.com">EndoInquiries@ra.kroll.com</a>

*PLEASE NOTE: Kroll is the appointed claims and noticing agent for Endo International plc's chapter 11 cases. As such, we are not permitted to provide legal or financial advice. Further, Kroll is not permitted to accept claims via email or fax, and any such information provided via either of these methods will not constitute a claim in these proceedings.*




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**THIS IS EXHIBIT “R”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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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)**

**DECLARATION OF TAREK ELAGUIZY IN SUPPORT  
OF ENTRY OF THE ORDER (A) APPROVING THE PURCHASE AND SALE  
AGREEMENT, (B) AUTHORIZING THE SALE OF ASSETS,  
(C) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF  
CONTRACTS AND LEASES, AND (D) GRANTING RELATED RELIEF**

I, Tarek elAguizy, pursuant to 28 U.S.C. § 1746, declare that the following is true  
to the best of my knowledge, information and belief:

1. I am a Partner in the Strategic Advisory Group at PJT Partners LP (“PJT”), an investment banking firm listed on the New York Stock Exchange with its principal offices located at 280 Park Avenue, New York, New York 10017. PJT has been retained as investment banker to the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors” and together with their non-Debtor affiliates, the “Company” or “Endo”) pursuant to the *Order Authorizing the Retention and Employment of PJT Partners LP as Investment Banker for the Debtors and Debtors in Possession Nunc Pro Tunc to the Petition Date* [Docket No. 503].

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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.



2. I submit this declaration (this “Declaration”) in support of the Debtors’ request for entry of the *Order (a) Approving the Purchase and Sale Agreement, (b) Authorizing the Sale of Assets, (c) Authorizing the Assumption and Assignment of Contracts and Leases, and (d) Granting Related Relief* (the “Sale Order”).<sup>2</sup>

3. Unless otherwise indicated herein, all of the statements set forth in this Declaration are based upon (i) my personal knowledge, (ii) my discussions with the Debtors’ senior management, other members of the PJT team, other professional advisors to the Debtors or other interested parties, (iii) information learned from my review of relevant documents, and/or (iv) my opinion based upon my professional experience and knowledge. If called upon, I would and could testify competently to the statements set forth herein.

#### **I. EXPERTISE AND QUALIFICATIONS**

4. PJT is a leading global financial advisory firm with more than 900 employees in eleven offices in the U.S., Europe, and Asia. The firm offers integrated advisory services for mergers and acquisitions, restructuring and special situations, capital raising, shareholder engagement, and fund placement. The firm has extensive experience providing financial advisory and investment banking services to financially distressed companies.

5. Over the course of my career, I have worked on a broad range of strategic transactions, including divestitures, mergers, acquisitions, cross-border transactions, carve-outs, take-privates, leveraged buyouts, joint ventures, unsolicited bid defense, activism defense, capital raising and restructuring transactions. During that time, I have developed expertise advising clients across a range of industries, with a particular focus over the past decade on the healthcare sector.

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<sup>2</sup> The Debtors previously filed the *Motion For An Order (I) Establishing Bidding, Noticing, And Assumption And Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving The Sale Of Substantially All Of The Debtors’ Assets And (IV) Granting Related Relief* [D.I. 728] (the “Motion”) seeking, among other relief, entry of the Sale Order.



In particular, I have been involved in numerous transactions relevant to PJT's representation of the Debtors in these chapter 11 cases, including, among others:

- Endo International plc's acquisition of BioSpecifics Technologies Corp.,
- the sale of Omega Pharma Invest NV to Perrigo Company plc,
- the sale of Novartis AG and BWK GmbH's stake in LTS Lohmann Therapie-Systeme AG to dievini Hopp Biotech Holding GmbH,
- the sale of Vivacta Ltd. to Novartis AG,
- the spin-off and combination of Mylan NV and Pfizer Inc.'s Upjohn business to form Viartis Inc.,
- GSK plc's acquisition of TESARO Inc.,
- Novartis AG's acquisitions of Endocyte Inc., and Advanced Accelerator Applications SA,
- Akorn Inc.'s chapter 11 restructuring and sale to its lenders, and
- the licensing of selected assets by Surface Oncology Inc. to GSK plc.

6. Prior to joining PJT in 2016, (a) from 2010 to 2016, I was employed in the Mergers & Acquisitions group at Morgan Stanley, (b) from 2006 to 2009, I was employed in the Investment Banking Division at Goldman Sachs International, and (c) from 1999 to 2002 and again from 2004 to 2006, I was employed in the Mergers & Acquisitions group at JPMorgan. I hold dual Bachelor of Science degrees in Mechanical Engineering and Economics, as well as a Master of Science degree in Engineering, in each case from the Massachusetts Institute of Technology.

## **II. THE COURT-APPROVED SALE PROCESS WAS DESIGNED TO SECURE THE HIGHEST OR OTHERWISE BEST BID**

7. The Debtors conducted a well-considered and robust process, pursuant to the Court-approved Bidding Procedures Order and Bidding Procedures,<sup>3</sup> which included (a) broad outreach to support an inclusive process and increase competitive tension; and (b) flexibility to enable Potential Bidders to submit bids for (i) all or substantially all of the Debtors' Assets, (ii) one or more of the Debtors' Business Segments (including or excluding selected product groups), or (iii) selected product groups. While single bids for all or substantially all of the Debtors' Assets ("Prospective WholeCo Bids") were to be evaluated carefully, we also anticipated that individual Prospective Bidders may desire to submit bids for certain subcomponents of the Debtors' Assets ("Prospective Parts Bids"). Accordingly, the Debtors and their advisors structured the Bidding Procedures to seek both Prospective WholeCo Bids as well as Prospective Parts Bids, which, when aggregated, could represent the highest or otherwise best bid. Bids were evaluated based upon several considerations as set out in the Motion and the Bidding Procedures.

8. The sale process, as set forth in the Bidding Procedures, facilitated broad and inclusive outreach to both strategic buyers and financial sponsors with potential interest in the Debtors' Assets in order to contact the broadest possible set of potential Prospective Bidders that may submit attractive bids for the Debtors' Assets. The universe of potential Prospective Bidders was informed by (a) PJT's experience in the pharmaceutical industry and familiarity with parties' areas of potential interest, (b) our prior experience with related processes, as well as PJT's recent experience with marketing the Debtors' Assets during the September 2021 sale process, and

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<sup>3</sup> See the *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* [Docket No. 1765] (the "Bidding Procedures Order"), approving, among other things, certain bidding procedures attached thereto as Exhibit 1 (the "Bidding Procedures"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Motion, the Bidding Procedures Order and/or the Bidding Procedures, as applicable.

(c) various creditor groups' feedback, in which PJT asked for and included additional parties to contact after consultation with the Consultation Parties. Given the public nature of the sale process, PJT also engaged with incremental parties that independently contacted the Debtors and/or their advisors expressing potential interest in participating in the sale process.

9. The process was, in part, informed by the Debtors' comprehensive pre-petition marketing process, through which PJT developed an even greater understanding of both the strategic- and sponsor-based interest in respect of the Debtors' Assets.

10. The Debtors believe, and I agree, that the overall sale timeline was reasonable and provided the Prospective Bidders with sufficient time and information to submit a bid for the Debtors' Assets, particularly given that, as noted above, the Debtors' Assets were marketed extensively as part of a pre-petition sale process in September 2021. As a result of such pre-petition marketing process, numerous parties were already familiar with the Debtors' Assets for purposes of participating in and/or formulating their bids in connection with the post-petition sale process. Indeed, as of the date of entry of the Bidding Procedures Order, PJT had already received multiple inbound inquiries about the Debtors' Assets.

11. During the first phase of the multi-phase sale process, which began following the entry of the Bidding Procedures Order on April 3, 2023, the Debtors and their advisors contacted both strategic and financial buyers regarding a potential acquisition of the Debtors' Assets (either through Prospective WholeCo Bids or Prospective Parts Bids), and executed non-disclosure agreements (each an "NDA" and collectively, the "NDAs") with interested parties. Prospective Bidders who executed NDAs were provided with a confidential information memorandum (the "CIM") describing the Debtors' operations and providing details on the segments and products of the Debtors and corresponding financial forecasts. Prospective Bidders were also granted access

to the Data Room containing selected supporting information. The first phase of the sale process was intended to facilitate Prospective Bidders' preliminary evaluation of the Debtors' Assets and spanned approximately two months, at the end of which Prospective Bidders were invited to submit an indication of interest (an "IOI") in accordance with the Bidding Procedures.

### **III. THE PROCESS RESULTED IN SIGNIFICANT INTEREST, WITH A LARGE NUMBER OF PARTIES SEEKING TO PARTICIPATE**

12. Following the entry of the Bidding Procedures Order and the approval of the Bidding Procedures, PJT initiated formal outreach to a large number of potential acquirers spanning a broad range of participant types in order to maximize the potential interest and competitive tension of the sale process. While the majority of parties had been previously selected for proactive outreach, in several instances additional parties also contacted the Debtors, Skadden and/or PJT. PJT communicated with such incremental parties in order to also include them in the process as potential bidders. Overall, PJT communicated with a total of 152 potentially interested parties, including 77 financial sponsors and 75 strategic buyers. These communications included a combination of emails, calls, and video calls, and frequently required multiple interactions with each party.

13. PJT engaged in active and intensive communications with parties to maximize the potential interest of each individual participant. PJT reviewed various aspects of the Bidding Procedures as well as provided preliminary information about the Debtors' Assets, including, typically, a review of the nature of the process, the ability to submit bids for the whole or specific Assets, and the timeline for submission of an IOI. Parties were also provided instructions on how to submit the items required as part of the Preliminary Bid Documents as described in the Bidding Procedures, including being supplied with the form NDA.

14. Of the parties contacted, 40 parties (13 financial sponsors and 27 strategic buyers) executed an NDA and submitted the other items required as part of the Preliminary Bid Documents. Following submission and approval of the Preliminary Bid Document packets, parties were granted access to the Data Room that contained the Phase A evaluation materials.

15. The Phase A evaluation materials included a CIM, which provided a comprehensive overview of the Debtors' Assets. The CIM included detailed information spanning key products, commercial capabilities and trends, clinical pipeline, manufacturing footprint and capabilities, intellectual property, personnel breakdown, financial forecasts including a perspective on standalone costs, and other key topics. The CIM was supplemented by other information within the virtual data room, including detailed financials relating to specific Assets. Consistent with the Bidding Procedures, parties were permitted to submit questions about the Debtors' Assets which could be answered by the Debtors.

16. Of the parties that executed NDAs and expressed an interest in the Debtors' Assets, several expended significant time and resources to review the information and support their evaluation. As part of this review, several parties retained commercial, financial and/or legal advisors. PJT and Skadden responded to several requests for discussion with such advisors to support potential bidders' review.

#### **IV. NONE OF THE INDICATIONS OF INTEREST WERE LIKELY TO LEAD TO A TOPPING BID**

17. Of the 40 parties that executed an NDA and submitted Preliminary Bid Documents, 19 submitted IOIs (3 from financial sponsors and 16 from strategic buyers). Pursuant to the Bidding Procedures Order and the Bidding Procedures, all IOIs that were submitted by the Indication of Interest Deadline were nonbinding and conditional. All 19 IOIs represented Parts Bids for various elements of the Debtors' Assets (*i.e.*, bids for business segments or for product

groupings smaller than the segments) and, viewed collectively, covered all of the Debtors' Assets except for the Legacy Opioid Assets (which comprise less than 5% of the revenues of the Debtors). The Stalking Horse Credit Bid was more than \$1 billion higher than any single Parts Bid or the implied cumulative gross WholeCo value of the aggregated Parts Bids.

18. Endo's management and Board carefully reviewed the IOIs received, and considered the input of the Debtors' advisors and perspectives of Consultation Parties. The Board convened across several days following the Indication of Interest Deadline on June 13, 2023, and based on the above and detailed consideration of the bids and overall facts and circumstances as of the date of the Board discussions, the Debtors' Board, in consultation with the Consultation Parties and the Multi-State Endo Executive Committee, determined that, viewed collectively, the IOIs received were not reasonably likely to result in the submission of a Qualified Bid higher than the Stalking Horse Bid (a "Topping Bid"). Based on this determination, and in consultation with the Consultation Parties, the Board determined in its business judgment that it would proceed to the Accelerated Sale Hearing.<sup>4</sup>

19. I have read the declarations of Mark G. Barberio, Ray Dombrowski, and Mark Bradley submitted in support of the Sale. I note that the Bradley Declaration describes certain setbacks and challenges the Company experienced between the occurrence of the pre-petition and post-petition sale processes. Such circumstances likely contributed to the fact that the IOIs submitted in the post-petition sale process, when combined with other Parts Bids, were significantly lower than those received in connection with the pre-petition sale process.

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<sup>4</sup> See Notice of (I) Debtors' Termination of the Sale and Marketing Process, (II) Naming the Stalking Horse Bidder as the Successful Bidder, and (III) Scheduling of the Accelerated Sale Hearing [D.I. 2240].

**V. CONCLUSION**

20. I believe that the post-petition sale process discussed herein was fair and reasonable, and was designed to, and did, maximize value for all of the Debtors' stakeholders. Based on my participation in and observation of the sale process, I believe such process was conducted in good faith, without collusion, and pursuant to the Court-approved Bidding Procedures Order and Bidding Procedures. For the reasons set forth herein, I believe that approval and consummation of the proposed Sale to the Stalking Horse Bidder is in the best interests of the Debtors and their estates, and that the Debtors' request for entry of the proposed Sale Order reflects a sound exercise of the Debtors' business judgment.

*[Remainder of Page Intentionally Left Blank]*

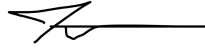
I declare under penalty of perjury that the foregoing is true and correct, to the best of my information, knowledge and belief.

Dated: July 26, 2023  
New York, New York

By: /s/ Tarek elAguizy  
Name: Tarek elAguizy



**THIS IS EXHIBIT "S"**  
**TO THE AFFIDAVIT OF ERIK AXELL**  
**SWORN BEFORE ME**  
**THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



---

Commissioner for Taking Affidavits

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
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*Counsel to Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

***In re***

**ENDO INTERNATIONAL plc, et al.,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 22-22549 (JLG)**

**(Jointly Administered)**

**Related Docket Nos. 728 & 2418**

**NOTICE OF FILING OF VOLUNTARY  
CANADIAN GOVERNMENTS RESOLUTION TERM SHEET**

**PLEASE TAKE NOTICE** that on November 23, 2022, the Debtors filed the *Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 728].

**PLEASE TAKE FURTHER NOTICE** that, on January 27, 2023, the Court entered an order [Docket No. 1257] (the "Mediation Order"),<sup>2</sup> referring certain matters to mediation ("Mediation").

<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 Dr, Malvern PA 19355.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Mediation Order or the proposed order attached as Exhibit A to the *Notice of Filing of Revised Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the*  
(cont'd)

**PLEASE TAKE FURTHER NOTICE** that, on May 16, 2023, the Court entered an order [Docket No. 1912] modifying the mediation procedures to permit additional parties in interest other than the Mediation Parties (the “Limited Basis Parties”) to participate voluntarily in the Mediation with respect to specific issues in response to a request from a Mediation Party (with the consent of the Mediator) or the Mediator or by further order of the Court.

**PLEASE TAKE FURTHER NOTICE** that, on July 14, 2023, the Canadian Governments (as defined in the Canadian Governments’ Objection, defined below) filed the *Objection of His Majesty The King in Right of The Province Of British Columbia and Other Canadian Governments to the Debtors Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Dkt. No. 2418] (the “Canadian Governments’ Objection”).

**PLEASE TAKE FURTHER NOTICE** that, following the filing of the Canadian Governments’ Objection, the Canadian Governments voluntarily elected to participate in the Mediation.

**PLEASE TAKE FURTHER NOTICE** that, following Mediation, the Buyer and the Canadian Governments reached a resolution of certain claims, disputes, and other matters related to the Canadian Governments’ Objection, which resolution is memorialized in a term sheet (the “Voluntary Canadian Governments Resolution Term Sheet”), a copy of which is attached hereto as **Exhibit A**.

Dated: September 29, 2023  
New York, New York

/s/ Paul D. Leake

SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP  
Paul D. Leake  
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*Counsel to Debtors and Debtors in Possession*

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*Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief; and Revised Stalking Horse Agreement* [Docket No. 2577] (as may be supplemented, revised, and/or amended), as applicable.

**Exhibit A**

**Voluntary Canadian Governments Resolution Term Sheet**

## **Voluntary Canadian Governments Resolution Term Sheet**

This term sheet (the “**Voluntary Canadian Governments Resolution Term Sheet**”) dated August 22, 2023, by and among the Consenting First Lien Creditors and the Canadian Governments<sup>1</sup> (each, a “**Party**” and, together, the “**Parties**”) describes the resolution (the “**Voluntary Canadian Governments Resolution**”) between the Parties with respect to the Canadian Governments Objection<sup>2</sup> and the Restructuring<sup>3</sup> contemplated by the Amended and Restated RSA.

This Voluntary Canadian Governments Resolution Term Sheet incorporates the rules of construction set forth in section 102 of the Bankruptcy Code. It does not include a description of all of the terms, conditions, and other provisions that are to be contained in the definitive documents implementing the Voluntary Canadian Governments Resolution, which remain subject to negotiation in accordance with the terms herein and the RSA, as applicable.

<b>GENERAL TERMS</b>	
<b>Overview</b>	<p>On the Closing Date, unless the Buyer elects to immediately exercise the Prepayment Right (defined below), the Buyer will establish a voluntary trust (the “<b>Voluntary Canadian Governments Trust</b>”) for the benefit of the Canadian Governments that elect to become beneficiaries thereof, subject to the terms and conditions herein and set forth in any Voluntary Canadian Governments Trust Documents (defined below).</p> <p>The Buyer agrees to pay the Voluntary Canadian Governments Trust an aggregate of \$7,250,000 (U.S. dollars) in 11 equal installments of \$659,090.91 (U.S. dollars) over 10 years (collectively, the “<b>Voluntary Canadian Governments Trust</b>”).</p>

<sup>1</sup> “**Canadian Governments**” means, collectively, His Majesty the King in Right of the Province of British Columbia, His Majesty in Right of Alberta, the Government of Saskatchewan, His Majesty the King in Right of the Province of Manitoba, His Majesty the King in Right of the Province of Ontario, the Attorney General of Quebec, His Majesty the King in Right of the Province of New Brunswick, His Majesty the King in Right of the Province of Nova Scotia, His Majesty in Right of Newfoundland & Labrador, the Government of Prince Edward Island, the Government of Nunavut, the Government of the Northwest Territories, and the Government of Yukon. Each of the foregoing is a Canadian Government.

<sup>2</sup> “**Canadian Governments Objection**” means the *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Docket No. 2418].

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Amended and Restated Restructuring Support Agreement, dated as of March 24, 2023 [Docket No. 1502] (as may be further amended, amended and restated, or otherwise modified from time to time, the “**Amended and Restated RSA**”), the proposed order attached as Exhibit A to the *Notice of Filing of Revised Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief* [Docket No. 2413] (as may be supplemented, revised, and/or amended, the “**Proposed Sale Order**”), or the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No. 535] (the “**Cash Collateral Order**”), as applicable.

**Consideration**”), with the first such payment to be made on the Closing Date (or as soon as practicable thereafter), the second such payment to be made on the one year anniversary of the Closing Date and each subsequent payment on each subsequent anniversary of the Closing Date, subject to the Buyer’s Prepayment Right (defined below), *provided* that, as a condition to the Buyer’s establishment of the Voluntary Canadian Governments Trust and funding of the Voluntary Canadian Governments Trust Consideration, each Canadian Government that elects to become a beneficiary of the Voluntary Canadian Governments Trust shall release all of its Opioid Claims (as defined in the Canadian Government Release (defined below)) against the Debtors, the Buyer, and the other Released Parties (as defined in the Canadian Governments Release) and shall be consensually enjoined from asserting any such Opioid Claims against the Debtors, the Buyer, and the other Released Parties, which releases and covenants shall, in each case, be documented by each such Canadian Government signing a release substantially on the terms set forth in **Annex 1** hereto (the “***Canadian Governments Release***”).

So long as the Buyer has not defaulted (and is not in default) under the terms and provisions of this Voluntary Canadian Governments Resolution Term Sheet and the Voluntary Canadian Governments Trust Documents, including, without limitation, the requirement to make any payment hereunder, the Buyer may elect to prepay in full or in part the then-outstanding amount of the Voluntary Canadian Governments Trust Consideration at a discount rate of twelve and three quarter (12.75%) percent (such right, the “***Prepayment Right***”). Attached as **Annex 2** is a schedule which sets forth the prepayment amount as of the end of each of the months after the Closing Date. To the extent that a prepayment occurs on a day other than on the last day of the month, the prepayment cost shall be calculated as of such day.

The Canadian Governments have been and intend to continue to make efforts to ameliorate the public health crisis caused by Opioids. The Voluntary Canadian Governments Trust Consideration represents funds that are expected to be used for government programs and services aimed at assisting those Canadians who suffer from Opioid misuse or addiction disorder and any costs and expenses arising from or related to such programs and services, to the extent permitted by applicable law.

The Canadian Governments’ rights and remedies with respect to any default by the Buyer under the terms of this Voluntary Canadian Governments Resolution Term Sheet or the Voluntary Canadian Governments Trust Documents shall be any customary rights of

	enforcement for breach of contract and such other applicable rights and remedies available at law or in equity.
<b>Support</b>	<p>The Canadian Governments agree to (i) confirm on the record at the hearing to approve the Sale that they do not oppose the Sale and that the Canadian Governments Objection is fully resolved, (ii) entry of the Proposed Sale Order as modified consistent with the terms of this Voluntary Canadian Governments Resolution Term Sheet, (iii) entry of an order, consistent with the terms of this Voluntary Canadian Governments Resolution Term Sheet, giving recognition and effect to the Sale Order in the Debtors' ongoing Canadian recognition proceedings under the <i>Companies' Creditors Arrangement Act</i>, including by confirming on the record at the recognition hearing in the Canadian recognition proceedings that they do not oppose the Sale, and (iv) this Voluntary Canadian Governments Resolution Term Sheet. Upon the filing of this Voluntary Canadian Governments Resolution Term Sheet on the docket of the Chapter 11 Cases, the language set forth in <b><u>Annex 3</u></b> shall be added to the Proposed Sale Order and the Canadian Governments agree to withdraw the Canadian Governments Objection.</p> <p>If any Canadian Government does not sign the Canadian Governments Release on or before the Closing Date, the Voluntary Canadian Governments Trust Consideration shall immediately and irrevocably be reduced in an amount proportionate to such Canadian Government's allocable portion of the Voluntary Canadian Governments Trust Consideration, as determined by the amounts claimed in the respective proofs of claim filed by the Canadian Governments in these Chapter 11 Cases on May 31, 2023.</p>
<b>Voluntary Canadian Governments Trust Documents</b>	<p>The documents governing the Voluntary Canadian Governments Trust shall consist of documents governing: (i) the Voluntary Canadian Governments Trust; (ii) any sub-trusts or vehicles that comprise the Voluntary Canadian Governments Trust; (iii) the flow of consideration from the Buyer or its present or future subsidiaries to the Voluntary Canadian Governments Trust or any sub-trusts or vehicles that comprise the Voluntary Canadian Governments Trust; (iv) submission, resolution, and distribution procedures in respect of all Opioid Claims held by the Canadian Governments; (v) the discontinuance or withdrawal of any active lawsuits in relation to any Opioid Claims and the filing of any proceedings required to that effect; and (vi) the flow of distributions, payments or flow of funds made from the Voluntary Canadian Governments Trust or any such sub-trusts or vehicles after the Closing Date (such documents, the "<b><i>Voluntary Canadian Governments Trust Documents</i></b>"), which documents shall be in form and substance acceptable to the Buyer, as determined by the Required Consenting Global First Lien</p>

	<p>Creditors, and the Canadian Governments, and consistent with the terms and conditions of this Voluntary Canadian Governments Resolution Term Sheet.</p> <p>The sole recourse of any Canadian Government that elects to participate as a beneficiary of the Voluntary Canadian Governments Trust in respect of any Opioid Claim shall be to the Voluntary Canadian Governments Trust, and each such Canadian Government shall have no right whatsoever at any time to assert any Opioid Claim against any Released Party. For the avoidance of doubt, the Buyer shall have no liability whatsoever with respect to any Opioid Claim.</p>
<b>Voluntary Canadian Governments Trust Expenses</b>	<p>All expenses for the administration of the Voluntary Canadian Governments Trust, related trustees and trustee professionals, and the reimbursement of any reasonable and documented attorneys' fees and costs for any Canadian Government (or a group thereof) (collectively, the "<i><b>Voluntary Canadian Governments Trust Expenses</b></i>") shall, in accordance with the Voluntary Canadian Governments Trust Documents, be paid solely from the Voluntary Canadian Governments Trust Consideration, and shall not be an obligation of the Buyer or the Debtors.</p>
<b>Tax Matters</b>	<p>The Voluntary Canadian Governments Trust shall be implemented with the objective of maximizing tax efficiency to the Buyer to the extent practicable, including with respect to the availability, location and timing of tax deductions.</p> <p>The Voluntary Canadian Governments Trust may be treated as a qualified settlement fund for tax purposes and the Parties may agree to treat it as such to the extent permitted by applicable law.</p> <p>Payments to the Voluntary Canadian Governments Trust may constitute "restitution" within the meaning of Section 162(f) of the Internal Revenue Code, and the Parties agree to treat them as such for U.S. federal income tax purposes to the extent allowed by applicable law.</p>
<b>Independence of the Voluntary Canadian Governments Resolution</b>	<p>The terms of the Voluntary Canadian Governments Trust as set forth herein are and will be independent of and not conditioned upon any other resolutions reached in these Chapter 11 Cases.</p> <p>Nothing in this Voluntary Canadian Governments Trust Term Sheet limits the ability of the Buyer or the Required Consenting Global First Lien Creditors to reach agreements and/or resolutions with other parties in interest (including with respect to opioid-related claims) that do not impair or otherwise change the terms set forth herein.</p>



**Annex 1**

**Form of Canadian Governments Release**

### **CANADIAN GOVERNMENTS RELEASE**

Capitalized terms not otherwise defined in this release (the “Canadian Governments Release”) shall have the meanings ascribed to such terms in the Voluntary Canadian Governments Trust Term Sheet, dated August 22, 2023.

As of the Closing Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Released Parties (defined below) shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Canadian Government (collectively, the “Releasing Parties”), subject to the limitations set forth herein, and notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable, or equivalent thereto (which shall conclusively be deemed waived) from the following (collectively, the “Released Claims”):

(x) any and all Opioid Claims (defined below); and

(y) other Claims and Causes of Action (each defined below) whether existing or hereinafter arising, in each case, solely based on or relating to, or in any manner arising from, in whole or in part, the following (items (1)-(7)):

1. the use of Cash Collateral (defined below),
2. any Avoidance Actions (defined below),
3. the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Closing Date, the Voluntary Canadian Governments Trust Resolution, the Voluntary Canadian Governments Trust, the Voluntary Canadian Governments Trust Documents, the Amended and Restated RSA (including the exhibits and joinders thereto and any amendments to the Amended and Restated RSA or any exhibits or joinders thereto) and related transactions, the Sale Transaction, or the Amended PSA, or any contract, instrument, release, or other agreement or document created or entered into prior to the Closing Date in connection with the creation of the Voluntary Canadian Governments Trust or the Amended and Restated RSA (including the exhibits and joinders thereto and any amendments to the Amended and Restated RSA or any exhibits or joinders thereto) (the capitalized terms in this sentence defined below),
4. the Bidding Procedures and Sale Motion and the Bidding Procedures Order (each defined below),
5. the Sale Transaction (defined below) and the pursuit and conduct thereof,
6. the Amended and Restated RSA (including the exhibits, joinders, any amendments thereto), the Sale Order (defined below), the Canadian Sale Recognition Order (as defined in the Amended PSA) and the pursuit thereof, and
7. the administration and implementation of the Sale (as defined in the Bidding Procedures) and the Amended PSA, including the issuance or distribution of

securities or indebtedness in connection with the Sale, the establishment or funding of the Voluntary Canadian Governments Trust, or upon any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Closing Date related or relating to any of the foregoing.

For the avoidance of doubt and without limitation of the foregoing, each Canadian Government shall be deemed to have released all Released Claims that have been asserted or are, or have been, assertible by such Canadian Government.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or waive (i) any post-Closing Date obligations of any party or Entity (as such term is defined in the Bankruptcy Code) under the Amended PSA, the Voluntary Canadian Governments Trust Documents, or any document, instrument, or agreement executed to implement the Sale or the Voluntary Canadian Governments Trust Resolution; (ii) any regulatory approval process required by the Canadian Governments (including their respective agencies) in connection with the Sale; (iii) any direct Causes of Action or Claims that any Canadian Government may have against (a) any Excluded Party, (b) Co-Defendants, or (c) any Released Party based upon fraud, gross negligence or willful misconduct in any matter unrelated to Opioid Claims; (iv) any criminal action or criminal proceeding arising under a criminal provision of any statute or law by a governmental entity that has authority to bring a criminal action or proceeding or to adjudicate a person's guilt or to set a convicted person's punishment; (v) any other Claims or Causes of Action that are not based on or relating to, or in any manner arising from, in whole or in part, the foregoing items listed in items (x) or (y)(1)-(7) above; (vi) any Claims or Causes of Action that are based on or relating to, or in any manner arising from, in whole or in part, violation of antitrust laws for any products manufactured, marketed, or sold by the Debtors (such as Opioid Products or generic drugs), including, for example, Claims or Causes of Action that allege price fixing (except insofar as holders of such Claims or Causes of Action elect to receive consideration in exchange for foregoing, releasing, or covenanting not to sue in respect of such Claims or Causes of Action) (each capitalized term defined below); (vii) any Claims or Causes of Action for taxes arising from or relating to Opioid Products; (viii) Claims or Causes of Action against any person other than the Released Parties; and (ix) the ability of each Canadian Government to legislate, regulate or administer and enforce federal, provincial or territorial legislation (including regulations) such as the Criminal Code, Food and Drugs Act and the Controlled Drugs and Substances Act, provided such activity does not seek to recover civil damages, civil restitution or other relief of the kind that was sought or could have been sought in the Canadian Governments Class Action or in the Canadian Governments McKinsey Action.

The Releasing Parties expressly waive and relinquish any and all provisions, rights and benefits conferred by any law of Canada, the United States or of any province, territory, or any other jurisdiction, or by any principle of common law that is similar, comparable or equivalent to California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Additional defined terms used herein:

A. “Amended PSA” means the definitive purchase and sale agreement, by and between certain Debtors and the Buyer, in connection with the Sale Transaction (as may be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time).

B. “Amended and Restated RSA” means that certain Amended and Restated RSA dated March 24, 2023 [Docket No. 1502], which amends and restates the Restructuring Support Agreement dated as of August 16, 2022 between the Consenting First Lien Creditors and the Debtors [Docket No. 20] (as may be amended, modified, or supplemented from time to time).

C. “Amended Restructuring Term Sheet” means that certain Amended Restructuring Term Sheet attached to the Amended and Restated RSA as Exhibit A (as may be amended, modified, or supplemented from time to time).

D. “Avoidance Actions” means any and all avoidance, recovery, subordination or similar actions, remedies, Claims, or Causes of Action, that may be brought under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws.

E. “Bidding Procedures” means the bidding procedures set forth in the Bidding Procedures Order.

F. “Bidding Procedures and Sale Motion” means the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief* [Docket No. 728].

G. “Bidding Procedures Order” means the *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* [Docket No. 1765].

H. “Buyer” means Tensor Limited (together with any of its subsidiaries and affiliates and its and their respective successors and permitted assigns or designees under the Amended PSA).

I. “Canadian Governments” means, collectively, His Majesty the King in Right of the Province of British Columbia, His Majesty in Right of Alberta, the Government of Saskatchewan, His Majesty the King in Right of the Province of Manitoba, His Majesty the King in Right of the Province of Ontario, the Attorney General of Quebec, His Majesty the King in Right of the Province of New Brunswick, His Majesty the King in Right of the Province of Nova Scotia, His Majesty in Right of Newfoundland & Labrador, the Government of Prince Edward Island, the Government of Nunavut, the Government of the Northwest Territories, and the Government of Yukon. Each of the foregoing is a Canadian Government.

J. “Canadian Governments Objection” means the *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Docket No. 2418].

K. “Canadian Governments Class Action” means that certain action commenced by the Canadian Governments in the Supreme Court of British Columbia (Court File No. S819395).

L. “Canadian Governments McKinsey Action” means that certain action commenced by the Canadian Governments in the Supreme Court of British Columbia (Court File No. VLC-S-S-2111367).

M. “Cash Collateral” has the meaning set forth in section 363(a) of the Bankruptcy Code.

N. “Cash Collateral Order” means the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No. 535], as may be amended from time to time and as entered by the Bankruptcy Court, inclusive of all exhibits and schedules thereto.

O. “Cause of Action” means any Claim, action, class action, claim, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, Lien (as defined in the Bankruptcy Code), indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license or franchise, in each case, of any kind, character or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, allowable or disallowable, allowed or disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam or otherwise, arising before or after the Petition Date, arising under federal, provincial or territorial statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, at law, in equity or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, wantonness, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, intentional or willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising.

P. “Claim” has the meaning set forth in section 101(5) of the Bankruptcy Code.

Q. “Closing Date” means the date upon which all conditions precedent to the closing of the Sale Transaction have been satisfied or are expressly waived and the Sale Transaction is consummated.

R. “Co-Defendant(s)” means any person or entity (other than the Debtors or any other Released Party, solely in their capacity as such) that is named as a defendant in any Cause of Action in any way related to Opioids or Opioid Products in which any of the Debtors are also named as a party defendant.

S. “Consenting First Lien Creditors” means each lender under, holder of, or investment advisor, beneficial holder, investment manager, manager, nominee, advisor, or subadvisor to lenders, holders or funds that beneficially own certain of the Loans, First Lien Notes, Second Lien Notes, and Unsecured Notes of the Debtors that are party to the Amended and Restated RSA.

T. “Debtors” means Endo International plc and its direct and indirect subsidiaries (including, without limitation, Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.), which are debtors and debtors-in-possession in the chapter 11 cases in the Bankruptcy Court for the Southern District of New York, Case No. 22-22549 (JLG).

U. “Enjoined Party” means each Canadian Government that elects to become a beneficiary of the Voluntary Canadian Governments Trust by providing the Canadian Governments Release.

V. “Excluded Parties” means (i) Arnold & Porter Kaye Scholer LLP and all of its partners and affiliates; (ii) McKinsey & Company, Inc. and all its subsidiaries and affiliates; (iii) Practice Fusion, Inc. and all its subsidiaries and affiliates; (iv) Publicis Groupe S.A. and all its affiliates and subsidiaries, including but not limited to Publicis Health, LLC, Razorfish Health, Publicis Health Media, LLC, Publicis Touchpoint Solutions, Inc., and Verilogue, Inc.; (v) ZS Associates, Inc. and all its subsidiaries and affiliates; (vi) the Co-Defendants; and (vii) any distributor, manufacturer or pharmacy engaged in the distribution, manufacture and/or dispensing/sale of Opioids or Opioid Products. For the avoidance of doubt, the term “Excluded Parties” does not include the Debtors, the Non-Debtor Affiliates, the Buyer, or the Buyer’s present and future parents, affiliates, and subsidiaries.

W. “Non-Debtor Affiliates” mean the affiliates and subsidiaries of Endo International plc that did not file voluntary petitions for relief in the chapter 11 cases.

X. “Opioid(s)” means all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium. The term Opioid shall not include such chemicals used in products with a Health-Canada approved product monograph that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence, or overdose in the “INDICATIONS,” or “INDICATIONS AND CLINICAL USE” section except that the term Opioid shall include METADOL-D®. For the avoidance of doubt, the term Opioid shall not include the opioid antagonists naloxone or naltrexone.

Y. “Opioid Claim(s)” means any and all Claims and Causes of Action, whether existing now or arising in the future, against any of the Debtors or Non-Debtor Affiliates in any way arising out of or relating to Opioid Products, including any deceptive marketing and sale of Opioid Products, manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party prior to the Closing Date, including, for the avoidance of doubt and, without limitation, Claims for indemnification (contractual or otherwise), contribution, or reimbursement against any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party on account of payments or losses in any way arising out of or relating to Opioid Products manufactured or sold by any the Debtors, any Non-Debtor Affiliate, or any of their respective predecessors prior to the Closing Date; *provided* that “Opioid Claims” shall not include any claimant’s direct claims against any of the Debtors’ current or former third party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioid Products. For the avoidance of doubt, “Opioid Claims” shall include any claims related to the Debtors against the Debtors’ (x) current and former officers, directors and employees and (y) professionals retained by the Debtors in the chapter 11 cases (which, for the avoidance of doubt, shall include any ordinary course professionals but shall not include the Excluded Parties). For the avoidance of doubt, claims or causes of action against the Debtors, Non-Debtor Affiliates, or the Buyer, or any of their respective present and future subsidiaries, based on their respective conduct occurring after the Sale are not released.

Z. “Opioid Product(s)” means all current and future medications containing Opioids approved by Health Canada and listed on a Schedule to the federal *Controlled Drugs and Substances Act* and regulations thereunder (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Product(s)” shall not include (i) methadone, buprenorphine, or other products with a Health-Canada-approved product monograph that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence or overdose in the “INDICATIONS” or “INDICATIONS AND CLINICAL USE” section, insofar as the product is being used to treat opioid abuse, addiction, dependence or overdose, except that the term Opioid Product(s) shall include METADOL-D, or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (“APIs”) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to manufacturers or researchers licensed by the Office of the Controlled Substances.

AA. “Person” means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, a government entity, an unincorporated organization, a group, or any legal entity or association.

BB. “Petition Date” means August 16, 2022.

CC. “Released Party” means (a) the Debtors, (b) the Non-Debtor Affiliates, (c) the Buyer and its present and future parents, affiliates, and subsidiaries, (d) each Consenting First Lien Creditor, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder

Group, and the Prepetition Secured Parties (in each case solely in their capacity as such), and (e) with respect to each of the foregoing Persons in clauses (a) through (d), such Persons' predecessors, successors, assigns, current and former subsidiaries and affiliates, heirs, executors, estates, and nominees, in each case solely in their capacity as such, and (f) with respect to each of the foregoing Persons in clauses (a) through (e), such Persons' current and former officers and directors, principals, members, equityholders, managers, partners, agents, advisory board members, employees, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, experts and other professionals, in each case solely in their capacity as such. For the avoidance of doubt, the term "Released Parties" shall not include any Excluded Parties.

DD. "Sale Order" means an order of the Bankruptcy Court approving the Sale Transaction.

EE. "Sale Transaction" means the proposed transaction pursuant to which the Buyer will acquire from the Debtors to be party to the Amended PSA the Transferred Assets (as defined in the Amended PSA) and the other Acquired Assets (as defined in the Sale Order) free and clear of all liens, encumbrances, claims, and other interests (other than certain permitted encumbrances) in accordance with section 363(f) of the Bankruptcy Code, and assume the Assumed Liabilities (as defined in the Amended PSA).

FF. "Voluntary Canadian Governments Trust" means the trust to be established by the Buyer upon consummation of the Sale consistent with the terms of the Voluntary Canadian Governments Resolution Term Sheet and the Amended and Restated RSA.

GG. "Voluntary Canadian Governments Trust Documents" means the documents governing: (i) the Voluntary Canadian Governments Trust; (ii) any sub-trusts or vehicles that comprise the Voluntary Canadian Governments Trust; (iii) the flow of consideration from the Buyer or its present or future subsidiaries to the Voluntary Canadian Governments Trust or any sub-trusts or vehicles that comprise the Voluntary Canadian Governments Trust; (iv) submission, resolution, and distribution procedures in respect of all Opioid Claims held by the Canadian Governments; and (v) the flow of distributions, payments or flow of funds made from the Voluntary Canadian Governments Trust or any such sub-trusts or vehicles after the Closing Date.

HH. "Voluntary Canadian Governments Trust Resolution" means the resolution by and among the Consenting First Lien Creditors and the Canadian Governments with respect to the Canadian Governments Objection and the Restructuring contemplated by (and as defined in) the Amended and Restated RSA.

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[Signature Pages to follow]



### **Canadian Governments Covenant**

*Terms.* From and after the Closing Date, the sole recourse of any Enjoined Party on account of Opioid Claims shall be to the Voluntary Canadian Governments Trust and pursuant to the Voluntary Canadian Governments Trust Documents, and such Enjoined Parties shall have no right whatsoever at any time to assert any Opioid Claim against any Released Party or any property or interest in property of any Released Party. On and after the Closing Date, all Enjoined Parties shall be permanently and forever stayed, restrained, barred, and enjoined from taking any of the following actions for the purpose of, directly or indirectly or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Opioid Claim other than from the Voluntary Canadian Governments Trust pursuant to the Voluntary Canadian Governments Trust Documents:

- commencing, conducting, or continuing in any manner, directly, indirectly or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Released Party or any property or interests in property of any Released Party;
- enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Released Party or any property or interests in property of any Released Party;
- creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Released Party or any property or interests in property of any Released Party;
- setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Released Party or any property or interests in property of any Released Party; or
- proceeding in any manner in any place with regard to any matter that is within the scope of the matters subject to resolution by the Voluntary Canadian Governments Trust, except in conformity and compliance with the Voluntary Canadian Governments Trust Documents.

*Reservations.* The foregoing covenant shall not stay, restrain, bar, or enjoin the rights of an Enjoined Party in connection with the administration and resolution of Opioid Claims under the applicable Opioid Trust and in accordance with the Voluntary Canadian Governments Trust Documents.

*Forum.* The Buyer and any Released Party shall be permitted to (i) enter these injunctive terms as a consent order in any province, territory, or other jurisdiction in Canada and (ii) seek enforcement of these injunctive terms in the Bankruptcy Court, the Ontario

Superior Court of Justice (Commercial List) and in the court(s) of competent jurisdiction in the province, territory, or other jurisdiction in Canada in which enforcement is sought.

**Annex 2**

**Schedule of Prepayment Amounts**

## Canada Governments Prepayment Option Schedule

### Canada Prepayment Option Schedule<sup>1,2</sup>

At Closing Date	\$4,271,499.42
1-Month Post Closing	3,648,714.67
2-Months Post Closing	3,685,385.72
3-Months Post Closing	3,722,425.33
4-Months Post Closing	3,759,837.20
5-Months Post Closing	3,797,625.08
6-Months Post Closing	3,835,792.74
7-Months Post Closing	3,874,343.99
8-Months Post Closing	3,913,282.71
9-Months Post Closing	3,952,612.77
10-Months Post Closing	3,992,338.12
11-Months Post Closing	4,032,462.73
12-Months Post Closing	3,413,899.69
13-Months Post Closing	3,448,210.75
14-Months Post Closing	3,482,866.66
15-Months Post Closing	3,517,870.87
16-Months Post Closing	3,553,226.89
17-Months Post Closing	3,588,938.24
18-Months Post Closing	3,625,008.52

Note: Reflects present value of amounts to be prepaid at the date of prepayment. Reflects discount rates of 12.75%. Calculated on a 30/360 basis.

1. Assumes the first Canada Settlement Installment Payment of \$659,090.91 is made on the Closing Date for illustrative purposes with exact timing to be agreed. Prepayment amounts in this schedule are subject to adjustment as necessary to account for the exact timing of the initial payment.
2. Canada Prepayment Option as of 1-month post-closing excludes the first Canada Settlement Installment Payment of \$659,090.91; Canada Prepayment Option as of 12-months post-closing excludes the Canada Settlement Installment Payment of \$659,090.91 due on the first anniversary of the Closing Date.

### Annex 3

#### **Language for Proposed Sale Order**

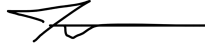
The Canadian Governments Objection<sup>4</sup> is resolved and hereby withdrawn in light of the resolution reflected in the Voluntary Canadian Governments Resolution Term Sheet attached as Exhibit A to the [*Notice of Filing of Voluntary Canadian Governments Resolution Term Sheet*] [Docket No. *Voluntary Canadian Governments Resolution*”), the provisions of which constitute a reasonable, good faith and integrated compromise and resolution of all claims and controversies between the Buyer and the Canadian Governments<sup>5</sup> relating to the Canadian Governments Objection, and the Buyer agrees to implement the Voluntary Canadian Governments Resolution, subject to the terms and conditions set forth in the Voluntary Canadian Governments Resolution Term Sheet and any definitive documents related thereto.

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<sup>4</sup> “***Canadian Governments Objection***” means the *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Docket No. 2418].

<sup>5</sup> “***Canadian Governments***” means, collectively, His Majesty the King in Right of the Province of British Columbia, His Majesty in Right of Alberta, the Government of Saskatchewan, His Majesty the King in Right of the Province of Manitoba, His Majesty the King in Right of the Province of Ontario, the Attorney General of Quebec, His Majesty the King in Right of the Province of New Brunswick, His Majesty the King in Right of the Province of Nova Scotia, His Majesty in Right of Newfoundland & Labrador, the Government of Prince Edward Island, the Government of Nunavut, the Government of the Northwest Territories, and the Government of Yukon. Each of the foregoing is a Canadian Government.

**THIS IS EXHIBIT “T”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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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. 728, 1133, 1765,  
2466, 2544, 2546**

**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER APPROVING THE  
AMENDED STIPULATION AMONG THE DEBTORS AND THE DMPS RESOLVING  
THE DMPS' OBJECTION TO THE BIDDING PROCEDURES AND SALE MOTION**

Upon the motion (the "Motion") of Endo International plc and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") and, together with their non-debtor affiliates, the "Company") for an order in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), under sections 105 and 363(b) of title 11 of the United States Code (the "Bankruptcy Code"), and Rules 6004 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") approving the entry into that certain Amended Stipulation attached hereto as Exhibit 1 (the "Stipulation") among the Debtors and the DMPs (collectively, the "Stipulation Parties") to resolve objections filed by the DMPs regarding the *Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 728] (the motion seeking approval

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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.

of the Stipulation, the “Motion”); and upon the Declaration of Mark Bradley in Support of the Motion (the “Company Declaration”); and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and the Court having held a hearing on August 1, 2023 (the “Hearing”) to consider the relief requested by the Motion; and it appearing that the relief requested by the Motion is in the best interests of the Debtors, their creditors, their stakeholders, and other parties in interest; and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby,

**ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is **GRANTED** to the extent set forth herein and any objections to the Motion are overruled.
2. The Debtors are authorized to enter into and perform under the Stipulation, including to grant the releases set forth therein, which Stipulation is incorporated by reference into this Order. This Stipulation controls the rights of the original signatories thereto, any person listed in Exhibit C to the Stipulation that executes and delivers Exhibit D within 15 days of the entry of this Order, and any person that joins the Stipulation pursuant to paragraph 13 as to the subject matter of the Stipulation and will not be further modified by any sale order, plan or confirmation order absent the written consent of the Parties to such modification.
3. Any settlement or compromise by the Debtors contained within the Stipulation is approved under Bankruptcy Rule 9019.
4. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.
5. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Motion.



6. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

7. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order and the Stipulation.

Dated: August 2, 2023  
New York, New York

/s/ *James L. Garrity, Jr.*

THE HONORABLE JAMES L. GARRITY, JR  
U.S. BANKRUPTCY JUDGE

**Exhibit 1**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

*In re*

**ENDO INTERNATIONAL plc, et al.,  
Debtors.<sup>2</sup>**

**Chapter 11**

**Case No. 22-22549 (JLG)**

**(Jointly Administered)**

**Related Docket Nos. 728, 1133, 1765**

**AMENDED STIPULATION AMONG THE DEBTORS  
AND THE DMPS RESOLVING THE DMPS' OBJECTION TO  
THE BIDDING PROCEDURES AND SALE MOTION**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) and the distributors, manufacturers, and pharmacies listed on the attached **Exhibit A** (collectively and as may be supplemented in accordance with paragraph 13 hereof, the “DMPs” and, together with the Debtors, the “Parties”) enter into this Amended Stipulation (this “Stipulation”) to set forth a resolution of the Parties’ respective disputes related to the Bidding Procedures and Sale Motion (as defined below),<sup>3</sup> and the Parties stipulate and agree as follows:

**RECITALS**

**WHEREAS**, on August 16, 2022 (the “Petition Date”), the Debtors filed voluntary petitions commencing cases (the “Chapter 11 Cases”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States

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<sup>2</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>3</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Bidding Procedures and Sale Motion.

Bankruptcy Court for the Southern District of New York (the “Court”), which Chapter 11 Cases are being jointly administered pursuant to the *Order (I) Directing Joint Administration of Chapter 11 Cases Pursuant to Bankruptcy Rule 1015(b); (II) Waiving the Requirements of Section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n); and (III) Granting Related Relief* [Docket No. 45] entered by the Court on August 17, 2022;

**WHEREAS**, on November 23, 2022, the Debtors filed the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief* [Docket No. 728] (the “Bidding Procedures and Sale Motion”);

**WHEREAS**, on January 6, 2023, the DMPs filed the *Joint Limited Objection And Reservation Of Rights Of Certain Distributors, Manufacturers, And Pharmacies To The Debtors’ Motion For An Order (I) Establishing Bidding, Noticing, And Assumption And Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving The Sale Of Substantially All Of The Debtors’ Assets And (IV) Granting Related Relief* [Docket No. 1133] (the “DMP Objection”);

**WHEREAS**, on April 3, 2023, the Court entered the *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief* [Docket No. 1765] (the “Bidding Procedures Order”);

**WHEREAS**, prior to entry of the Bidding Procedures Order, the Parties entered into negotiations regarding the DMP Objection and the Bidding Procedures and Sale Motion and now desire to memorialize the resolution of the DMP Objection and any further objections of the DMPs

to the Bidding Procedures and Sale Motion by entering into this Stipulation on the terms and conditions set forth herein; and

**WHEREAS**, the undersigned hereby represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of, and have consented to, this Stipulation.

**NOW, THEREFORE, IT IS STIPULATED AND AGREED BY THE PARTIES THAT:**

1. Withdrawal of DMP Objection. The DMP Objection and any objection to entry of the Sale Order filed by the DMPs will be deemed withdrawn upon the Court's approval of this Stipulation, pursuant to a separately filed motion under Bankruptcy Rule 9019. The terms of this Stipulation shall be deemed incorporated by reference into: (i) any final Sale Order; (ii) any sale related documentation including the final asset purchase agreement(s) with any Purchaser(s) (which, for the avoidance of doubt, may include or consist solely of (but is not limited to) the Stalking Horse Bidder); (iii) any plan of reorganization; and (iv) any other orders entered in connection with the foregoing and the Debtors shall include a provision in the final Sale Order incorporating the terms of this Stipulation by reference and providing that with respect to the DMPs, the terms of the Stipulation control over any contrary provisions in the final Sale Order. The incorporation of this Stipulation into such documentation will not alter the scope of the discharge, if any, under any chapter 11 plan that may hereafter be confirmed; *provided*, however, that any such discharge shall be consistent with all of the terms of this Stipulation and shall not alter in any way the rights of the Parties under this Stipulation. In the event that the Closing Date does not occur, the Parties hereto shall be returned to the positions they were in prior to the Court's approval of this Stipulation, with all rights, remedies and objections preserved. Pending approval of this Stipulation, all objections of the DMPs to the Bidding Procedures Order that were not

previously resolved by the Bidding Procedures Order, including those raised in the DMP Objection, are preserved.

2. Release. As of the Closing Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the DMPs on the one hand, and the Debtors, on the other hand, shall conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently release each other and each of their respective Related Parties solely in such Related Party's respective capacity as such, from any and all Claims and Causes of Action, including any derivative claims asserted or assertible by or on behalf of any Debtor or any of their Estates or by or on behalf of any of the DMPs and including any Claims that any Debtor or any of their Estates or any DMP, or that any other Person or Entity claiming under or through any Debtor or any of their Estates or any DMP, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates, any DMP or any other Person or Entity claiming under or through any Debtor or any of their Estates or any DMP, whether known or unknown, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable, or equivalent thereto (which shall conclusively be deemed to be waived), whether existing or hereafter arising, from in whole or in part, related to (a) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, the manufacture, marketing and sale of opioid Products, interactions with regulators concerning Opioid-Related Activities or opioid Products, involvement in the subject matter of the Pending Opioid Actions, and any past, present, or future use or misuse of any opioid sold by the Debtors prior to the Closing Date), (b) the Estates, or (c) the Chapter 11 Cases (the foregoing Claims and Causes of Action collectively, the "Released Claims"). The Debtors, the Purchaser(s), any reorganized debtor pursuant to any

plan of reorganization, and the DMPs shall be bound by the releases set forth in this paragraph. Notwithstanding the foregoing, nothing in this paragraph shall release the Debtors from any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims or DMP Surviving Pre-Closing Date Litigation Claims or release any DMP from any Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims. For the avoidance of doubt, the releases set forth in this paragraph do not constitute a release by any DMP of any other DMP.

3. No Transfer of Causes of Action or Claims. Neither the Debtors nor the DMPs shall transfer, assign, or allocate any Causes of Action or Claims that would be subject to the releases under this Stipulation, including to the Voluntary GUC Creditor Trust or any other trust anticipated to be created for the benefit of creditors; provided, however, that Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims may be transferred to the Purchasers. Each of the DMPs and the Debtors represent that they have not and shall not transfer any Claims that would be subject to the releases under this Stipulation to any Entity.

4. Treatment of Executory Contracts and Unexpired Leases. The Debtors' assumption or assumption and assignment of any executory contract or unexpired lease with a DMP (collectively, such contracts or leases, the "DMP Contracts") shall (a) release such DMP's DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract; and (b) constitute (i) a release of DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract by each party to the assumed or assumed and assigned DMP Contract of each other counterparty thereto (including any assignee or successor thereto) and a release of DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract by each non-Debtor party to a DMP Contract (including any assignee or successor thereto) of all Debtor Insurers; and (ii) an agreement by each non-Debtor

party to a DMP Contract (including any assignee or successor thereof) and its Related Parties to release any and all DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract held by such parties against any Protected Parties; provided that the foregoing shall not release (x) any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims, (y) any DMP Surviving Pre-Closing Date Litigation Claims, or (z) any other Claims arising under the assumed or assumed and assigned DMP Contract based on actions, omissions, or events occurring after the Closing Date (including those involving the sale of opioid Products). On the Closing Date, all DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract shall be released and all proofs of claim solely to the extent of any DMP Opioid Reimbursement Claims asserted therein shall be deemed expunged, without further notice, or action, order or approval of the Court or any other Person. Nothing in this Paragraph 4 shall limit the release in Paragraph 2, which shall release any and all Released Claims against all of the Debtors and each of their respective Related Parties solely in such Related Party's respective capacity as such, whether or not the Released Claims arise under any assumed or assumed and assigned contracts. Purchaser is not assuming any of the DMP Opioid Reimbursement Claims as the assignee of the assumed and assigned contracts. Unless otherwise agreed by such affected party, the foregoing shall not release or otherwise modify any term or provision of such DMP Contract to the extent of (i) any Claim or indemnification or reimbursement rights accruing after the Closing Date for conduct occurring after the Closing Date (including those involving the sale of opioid Products), (ii) any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim, or (iii) any DMP Surviving Pre-Closing Date Litigation Claim. To the extent that a DMP's Contract(s) is assumed or assumed and assigned, such DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim shall be satisfied in the



ordinary course, when and if such DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim comes due and shall be considered part of the cure in connection with any assumption of the DMP Contract(s). Any (i) DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim that is not associated with a DMP Contract that has been assumed or assumed and assigned, and (ii) any DMP Surviving Pre-Closing Date Litigation Claim shall be paid solely from the Voluntary GUC Creditor Trust (subject to and in accordance with the trust distribution procedures and/or other terms of the Voluntary GUC Creditor Trust) or such other trust or payment that is provided to the Holders of general unsecured claims (subject to and in accordance with the trust distribution procedures and/or other terms governing such trust or payment obligation), and no buyer, including the Stalking Horse Bidder, shall be liable for any DMP Surviving Pre-Closing Date Litigation Claim on any ground, including, without limitation, successor liability. Notwithstanding the foregoing release, a DMP retains its DMP Defensive Rights which includes the ability to recover from (i) Persons that are not Protected Parties and (ii) the Debtor Insurance Contracts or other Insurance Contracts of Protected Parties if and only to the extent that the DMP has a direct interest and not a derivative claim under such Insurance Contract. The counterparty to such assumed or assumed and assigned DMP Contract and all other applicable Persons shall be bound by the terms set forth in this paragraph. The DMP Contracts, effective as of assumption or assumption and assignment thereof, shall be deemed amended *mutadis mutandis* to incorporate the foregoing agreement in this paragraph 4; provided that the applicable parties to DMP Contracts shall use commercially reasonable efforts to execute written amendments of the DMP Contract to incorporate the foregoing agreement in this paragraph. For the avoidance of doubt, except as provided in this paragraph 4, the DMP Contracts are not otherwise modified or amended by this Stipulation. For the further avoidance of doubt, each DMP retains all of its rights

to object to the cure amounts associated with its DMP Contract(s) and/or to oppose the assumption or assumption and assignment of its DMP Contract(s); provided, however, that (a) any party to any DMP Contract that the Debtors are seeking to assume or assume and assign must file and serve any objection to the cure amount submitted to that party by the Debtors prior to the execution of this Stipulation not later than five business days following the entry of the Order approving this Stipulation; and (b) each DMP agrees that if its DMP Contract(s) is assumed or assumed and assigned, such assumption or assumption and assignment shall be subject to the terms of this paragraph 4. The Debtors and each DMP shall make a good faith effort to agree on the amount of any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim prior to the closing of any sale or effective date of any chapter 11 plan, subject to subsequent events that might trigger additional DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims.

5. Preservation of DMP Defensive Rights. Nothing in the Bidding Procedures Order, Sale Order, any Sale-related documentation (including the Reconstruction Steps), any plan of reorganization, or any other orders in connection with the foregoing (a) will release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, improve or enhance any of the DMP Defensive Rights as such rights exist or might in the future exist under applicable non-bankruptcy law; (b) shall preclude, operate to impair, or have the effect of impairing any of the DMPs from asserting in any proceeding any and all DMP Defensive Rights that they have or may have under applicable law; (c) shall be deemed to waive any of the DMP Defensive Rights; or (d) may be used as evidence of any determination regarding any of the DMP Defensive Rights. Under no circumstances shall any Person be permitted to assert issue preclusion or claim preclusion, waiver, estoppel, or consent in response to the assertion of any DMP Defensive Rights.

6. Permissible Uses for DMP Defensive Rights. DMP Defensive Rights (a) may be used to offset, set-off, recoup, allocate or apportion fault, liability, or damages, or seek judgment reduction or otherwise to defend against any Cause of Action or Claim brought by any Person against any DMP based in whole or in part on Opioid-Related Activities; and (b) shall in no case be used to seek any affirmative monetary recovery from any Protected Party or any asset of any Protected Party (including from any Insurance Contract in which the DMP would have only a derivative interest and not a direct claim) on account of any Claim or Cause of Action released pursuant to this Stipulation, and (c) shall in no case be used to seek an affirmative recovery from any trust, or any asset of any trust (including from any Insurance Contract) created by the Stalking Horse Bidder as well as any trust created by any other Purchaser(s).

7. Preservation of Interests in Insurance. Notwithstanding anything else to the contrary herein, (a) any sale or transfer of the Debtors' Insurance Contracts shall be subject to and shall not affect, expand or diminish in any way any direct interests or rights the DMPs have or may in the future have to pursue insurance coverage under or insurance recoveries from any Debtor Insurance Contracts solely as additional or named insureds or co-insureds (the "DMP Direct Insurance Interests") and (b) such DMP Direct Insurance Interests, if any, are not being released. Nothing in this Stipulation or the Sale Order shall determine whether any Claim, interest, or right under any of the Debtors' Insurance Contracts is either derivative or a DMP Direct Insurance Interest, or otherwise would be disallowed or subordinated under the Bankruptcy Code, which determination shall be made, as necessary, to the extent such Claim or right is not otherwise released, in accordance with applicable law.

8. Preservation of Documents Relevant to Canadian Actions.

(a) Confirmation of Legal Hold. The Debtors have taken appropriate steps to meet their legal preservation obligations related to the Canadian Actions, including issuing and complying with a legal hold that covers the documents and data set forth in **Exhibit C** (the “Legal Hold”). The Debtors and any Purchaser (including, for the avoidance of doubt, any Affiliate that receives possession or control of documents subject to the Legal Hold if Purchaser does not retain copies of such documents) will continue to abide by the Debtors’ Legal Hold until the resolution of the Canadian Actions or such other time as it would be legally appropriate to release the Legal Hold. To the extent that the Debtors or any Purchaser determine that it is appropriate to suspend the Legal Hold prior to the resolution of the Canadian Actions, it will provide advance written notice to the DMPs and the counsel for any additional Canadian parties identified in **Exhibit C** who execute an undertaking, in the form of **Exhibit D** within 15 business days of the execution of this Stipulation agreeing to be bound by this paragraph 8 and do not object (or have not previously objected) to the proposed sale of Debtors’ assets to Purchaser (collectively, with the DMPs, the “Canadian Parties”). Further, the Debtors and Purchaser will not suspend the Legal Hold until and unless the Canadian Parties provide written authorization or until a court of competent jurisdiction authorizes suspension of the Legal Hold.

(b) No Objection to Application of Canadian Law and Canadian Jurisdiction Solely For Document Discovery in Canadian Actions After Sale Closes or Bankruptcy Court Terminates the Automatic Stay. After (i) the sale closing, if documents are being sought from the Purchaser or (ii) the automatic stay in the chapter 11 cases terminating if documents are being sought from the Debtors, the Debtors and any Purchaser will not object to the application of Canadian law, including applicable rules of civil procedure, to any requests for discovery of documents in any Canadian Action, including to the adjudication of any dispute or issue relating to such discovery

requests. The Debtors and any Purchaser will not object to the submission of any dispute over document discovery to the Ontario Superior Court of Justice (Commercial List) where the Debtors' Companies' Creditors Arrangement Act proceedings are pending (the "CCAA Court") or, if the CCAA Court declines to determine any dispute over document discovery, to the Provincial Superior Court with jurisdiction over the Canadian Action in which the document discovery dispute arises. The provisions of this paragraph 8(b) shall not take effect (i) as to the Debtors prior to the termination of the automatic stay in their chapter 11 cases or (ii) as to any Purchaser prior to the closing of the Sale. For the avoidance of doubt: (a) the Debtors' and any Purchaser's agreement under this paragraph is solely for the purposes of document discovery in the Canadian Actions, (b) such agreement does not constitute a general attornment to the jurisdiction of any Canadian court and shall not be relied upon as a basis for requesting any non-document discovery from Debtors or the Purchaser, and (c) nothing contained in this Stipulation modifies the automatic stay arising under Bankruptcy Code § 362(a) as the result of the Debtors' chapter 11 petitions.

(c) No Objection to Document Discovery in the Canadian Actions. The Purchaser is not a party to the Canadian Actions and the Canadian Actions are stayed as to the Debtors, but the Purchaser and the Debtors agree that they (1) will not object on jurisdictional grounds to document discovery directed to the Purchaser or the Debtors and (2) will not require the Canadian Parties to bring a motion for production from a non-party or to serve letters rogatory or letters of request in order to obtain document discovery, subject only to the following provisions and the scope objections preserved by the Debtors and Purchaser in paragraph 8(d): (i) no document discovery will be requested from the Purchaser or the Debtors in any Canadian Action until all parties to such Canadian Action have produced documents in the applicable phase of such Canadian Action and such documents have been reviewed by the party requesting such discovery, (ii) any party to

the applicable Canadian Action who seeks document discovery from the Purchaser or the Debtors will seek documents first from all parties to such Canadian Action and will only seek documents from the Purchaser or the Debtors that were not provided by the parties to such Canadian Action after exhaustion of reasonable efforts to compel such production from the parties to such Canadian Action; (iii) any requests for documents from the Purchaser or the Debtors shall be reasonable and identify specific categories of documents to be produced; and (iv) the party requesting such document discovery from the Purchaser or the Debtors shall commit to pay the reasonable fees and expenses incurred by the Purchaser or the Debtors, as applicable, in responding to such document discovery, including, but not limited to, third-party e-discovery vendor fees and attorneys' fees (but excluding costs (attorneys' fees and disbursements) incurred with respect to any legal proceeding required to resolve any dispute related to document discovery, with the costs of any such proceeding to be awarded at the discretion of the court resolving the dispute pursuant to applicable Canadian law).

(d) Objections to Scope of Discovery Preserved. Except as expressly agreed above, this Stipulation does not waive and is without prejudice to any objections the Debtors or any Purchaser may have to the scope of any discovery requests in the Canadian Actions.

(e) Canadian Parties' Access to U.S. Public Document Repository. For the avoidance of doubt, Debtors and Purchaser agree that the Canadian Parties will have access to documents produced by the Debtors into the public document repository pursuant to Section VI of the voluntary operating injunction in respect of the Debtors approved by an order of the Bankruptcy Court dated November 15, 2022 [Adv. Docket No. 63] (the "Repository"). The obligation under this paragraph 8(e) shall be satisfied by the Debtors and Purchaser providing the Canadian Parties, at reasonable actual cost, either (i) a copy of the actual productions in the U.S. multi-district

litigation, subject to entry of a protective order by an appropriate court or (ii) a copy of the actual production of documents to the Repository, in each case, produced in a format ingestible into a standard e-discovery platform and including standard litigation metadata fields.

9. Trust-Related Provisions. Purchaser agrees that any trust election form or similar document required to receive a distribution from the Voluntary GUC Creditor Trust or similar trust or distribution mechanism to be established if and after the sale closes (a “Trust Election Form”) that includes a release of the Purchaser and any Related Parties to the Purchaser shall not release the Purchaser or its present or future subsidiaries (collectively, the “Purchaser Group”) from any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims or any Claims arising under any DMP Contracts assumed and assigned to the Purchaser and shall consent to a modification of any Trust Election Form or similar document to remove the Purchaser Group from any release contained in the Trust Election Form or similar document; provided, however, that nothing contained in this Paragraph limits the scope of the release of Released Claims in Paragraph 2, above.

10. Defined Terms.

(a) “Affiliates” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

(b) “Canadian Actions” means any judicial, administrative, or other action or Claim that has been filed in Canada by a governmental entity or private party in Canada against any of the Debtors in respect of Opioid Claims as at the date of this Stipulation, including those identified in Exhibit C.

(c) “Causes of Action” means any claims, causes of action, demands, actions, suits, obligations, liabilities, cross-claims, counterclaims, defenses, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or noncontingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third-party action, action for indemnity or contribution or otherwise.

(d) “Claim” means any claim, as defined in section 101(5) of the Bankruptcy Code.

(e) “Closing Date” means the earlier of (i) the date of the closing of a Sale pursuant to the Bidding Procedures Order and Sale Order, or (ii) the effective date of a chapter 11 plan incorporating the terms of this Stipulation.

(f) “Debtor Insurer” means any Person that issued or entered into an Insurance Contract (including any third-party administrator) and any respective predecessors and/or Affiliates thereof.

(g) “DMP Defensive Rights” means any and all direct, or indirect, rights, remedies, protections, immunities, objections, defenses, assertions, claims, Causes of Action, and, in each case, of any kind, character, or nature, whether legal, equitable, or contractual, contingent or noncontingent, liquidated or unliquidated, disputed or undisputed, including, without limitation, all rights, remedies, defenses, assertions, and claims against liability, rights to setoff, offset, recoupment, counterclaims, cross-claims, rights to allocation or apportionment of fault and judgment reduction, apportionment of damages, any other defenses, affirmative defenses, or



judgment reduction mechanisms or rights similar to the foregoing, and any steps necessary to assert the foregoing, in each case, solely to reduce the liability, judgment, obligation or fault to any other Person that asserts any Claim or Cause of Action based in whole or in part on Opioid-Related Activities.

(h) “DMP Opioid Reimbursement Claims” means any and all Claims and Causes of Action that (i) either (A) are or could be asserted against any Debtor, the Stalking Horse Bidder or any of its direct or indirect subsidiaries, or any other Purchaser or any such Purchaser’s direct or indirect subsidiaries, including, without limitation, any and all claims that would otherwise be a cure cost of a DMP Contract or (B) seek to recover from any property of any Debtor or its Estate, the Stalking Horse Bidder or any of its direct or indirect subsidiaries, any other Purchaser or any such Purchaser’s direct or indirect subsidiaries, or any Insurance Contract, and (ii) either (A) are for or based upon or arise from contribution, indemnification, reimbursement, setoff or recoupment or any other similar Cause of Action (other than indemnification obligations expressly assumed pursuant to this Stipulation or an order of the Bankruptcy Court) or (B) are for or based upon or arise from any alleged right, claim, or interest of any DMPs under any Insurance Contract; provided that such right is derivative, as opposed to direct, in nature, and (iii) seek to recover, directly or indirectly, any costs, losses, damages, fees, expenses or any other amounts whatsoever, actually or potentially imposed upon the Holder of such claims, in each case based upon, arising from, or attributable to any actual or potential litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or asserted hereafter based on, arising under, or attributable to, in whole or in part, Opioid-Related Activities, any Opioid Claim or any Opioid Demand (including those asserted by any manufacturer, distributor, pharmacy, pharmacy-benefit manager, group purchasing organization or physician or

other contract counterparty or business partner of any Debtor). For the avoidance of doubt, DMP Opioid Reimbursement Claims (i) shall not include any claims of DMPs against Debtor Insurers under Insurance Contracts in which DMPs hold an interest that is not derivative in nature, (ii) shall not include any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim or any DMP Surviving Pre-Closing Date Litigation Claims, and (iii) shall not include Claims related to Opioid-Related Activities or the manufacture, marketing and sale of opioid Products that arise after the Closing Date based solely on actions or omissions occurring after the Closing Date. For the further avoidance of doubt, a DMP Opioid Reimbursement Claim includes a Claim that is held by an insurance company (including a Debtor Insurer) in its capacity as subrogee of a Holder of a DMP Opioid Reimbursement Claim.

(i) “DMP Surviving Pre-Closing Date Litigation Claims” means Claims of DMPs arising from the conduct alleged in the following lawsuits, without regard to whether the DMPs are existing plaintiffs or the Debtors’ are existing defendants, or alleging Claims or Causes of Action substantially similar to the lawsuits identified below are DMP Surviving Pre-Closing Date Litigation Claims:

- (i) *In re Opana ER Antitrust Litigation* (N.D. Ill., Judge Lenenweber), Case No. 1:14-cvg-10150;
- (ii) *King Drug Company of Florence v. Abbott Laboratories, et al.*, (E.D. Pa, Judge Bartle), Case No. 2:19-cv-03565;
- (iii) *FWK Holdings v. Takeda* (D. Mass., Judge George O’Toole), Case No. 1:21-cv-11057;
- (iv) *Value Drug v. Takeda* (E.D. Pa. Judge Kearney), Case No. 21-cv-3500;
- (v) *In re Seroquel XR Antitrust Litigation* (D. Del. Judge Connolly), Case No. 1:20-cv-01076; and
- (vi) *In re Generic Pharmaceuticals Pricing Antitrust Litigation* (E.D. Pa., Judge Rufe), Case No. 2:16-md-02724

(j) “DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim” means any Claim or Cause of Action arising under an executory contract between a DMP and one or more of the Debtors, solely to the extent that such Claim: (i) arose in the ordinary course of business or as a result of actions or omissions that are not Opioid-Related Activities or a DMP Surviving Pre-Closing Date Litigation Claim, (ii) is not arising out of, in connection with, or related to Opioid-Related Activities, an Opioid Claim, an Opioid Demand, or a DMP Surviving Pre-Closing Date Litigation Claim, and (iii) concerns conduct occurring before the Closing Date. For the avoidance of doubt, a DMP Surviving Pre-Closing Ordinary Course And/Or Contract Claim includes Claims or Causes of Action for rebates, credits, payments, returns, recalls, charge-backs, handling fees, or other amounts due in the ordinary course, including any such claims arising in connection with the sale or purchase of opioid Products, held by a DMP arising under an executory contract between a DMP and one or more of the Debtors, but does not include DMP Opioid Reimbursement Claims or DMP Surviving Pre-Closing Date Litigation Claims.

(k) “Entity” means any entity as defined in section 101(15) of the Bankruptcy Code.

(l) “Estate” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

(m) “Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim” means any Claim or Cause of Action or defense to a DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim held by the Estate or transferred by the Estate to the Stalking Horse Bidder or any of its direct or indirect subsidiaries, or any other Purchaser or any such Purchaser’s direct or indirect subsidiaries, that (i) arose in the ordinary course of business or as a result of actions or omissions that are not Opioid-Related Activities, (ii) is not arising out of,

in connection with, or related to Opioid-Related Activities, an Opioid Claim or an Opioid Demand, and (iii) concerns conduct occurring before the Closing Date; provided, however, that an Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim shall not include any Claims or Causes of Action alleging Claims under chapter 5 of the Bankruptcy Code.

(n) “Holder” means any Entity holding a Claim, as applicable.

(o) “Insurance Contract” means any and all insurance policies that are proposed to be sold to the Purchaser (or vested in the debtors or other party under a chapter 11 plan) issued at any time to, or that otherwise may provide or may have provided coverage to, any of the Debtors, regardless of whether the insurance policies were issued to a Debtor or to a Debtor’s prior affiliates, subsidiaries, or parents or otherwise, or to any of their predecessors, successors, or assigns, and any and all agreements, documents or instruments relating thereto, including any and all agreements with a third-party administrator for claims handling, risk control or related services.

(p) “Opioid Claim” means a Claim or Cause of Action, whether existing now or arising in the future, based in whole or in part on any conduct or circumstance occurring or existing on or before the Closing Date and arising out of, relating to, or in connection with any opioid Product or opioid-related substance, and any and all Opioid Demands related thereto, including, for the avoidance of doubt, claims for indemnification, contribution, or reimbursement on account of payments or losses in any way arising out of, relating to, or in connection with any such conduct or circumstances and DMP Opioid Reimbursement Claims. For the avoidance of doubt, Opioid Claims do not include any liability solely to the extent premised on allegations regarding conduct undertaken by the Debtors, any successor to the Debtors, the Stalking Horse Bidder, or any other Purchaser(s) after the Closing Date.

(q) “Opioid Demand” means any present or future demand for payment against a Debtor that (i) was not a Claim during the Chapter 11 Cases prior to the Closing Date; (ii) is based in whole or in part on any conduct or circumstance occurring or existing on or before the Closing Date; and (iii) arises out of, relates to, or is in connection with the same or similar conduct or events that gave rise to an Opioid Claim. For the avoidance of doubt, an Opioid Demand does not include any liability solely to the extent premised on allegations regarding conduct undertaken after the Closing Date.

(r) “Opioid-Related Activities” means the development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of opioid Products or the use or receipt of any proceeds therefrom, or the use of opioids, including opioids that are not Products, or any other activities that form the basis of an Opioid Claim.

(s) “Pending Opioid Actions” means the Opioid Claims or Opioid Demands that were or could have been commenced before the Closing Date against any of the Debtors, DMPs, or Protected Parties.

(t) “Person” means an individual, firm, corporation (including any non-profit corporation), partnership, limited partnership, limited liability company, joint venture, association, trust, governmental entity, or other entity or organization.

(u) “PPOC Trust” means the “PPOC Trust” as such term is defined in Exhibit 2 of the *Stipulation Among The Debtors, Official Committee Of Unsecured Creditors, Official Committee Of Opioid Claimants, And Ad Hoc First Lien Group Regarding Resolution Of Joint Standing Motion And Related Matters* [Docket 1505].

(v) “Products” means any and all products developed, designed, manufactured, marketed or sold, in research or development, or supported by the Debtors, whether work in progress or in final form.

(w) “Protected Party” means (i) the Debtors and each of their direct and indirect subsidiaries, (ii) the Purchaser(s) (which, for the avoidance of doubt, may include or consist solely of (but is not limited to) the Stalking Horse Bidder), (iii) with respect to each of the foregoing Persons in clauses (i) and (ii), such Persons’ predecessors, successors, permitted assigns, subsidiaries, and controlled affiliates, respective heirs, executors, estates, and nominees, in each case solely in their capacity as such, and (iv) with respect to each of the foregoing Persons in clauses (i) through (iii), such Person’s respective current and former officers and directors, managers, principals, members, partners, employees, agents, advisors (including financial advisors), attorneys, accountants, investment bankers, consultants, experts and other professionals or other representatives of the Persons described in clauses (i) through (iii), in each case solely in their capacity as such.

(x) “Purchaser(s)” means the ultimate buyer(s) of the Debtors’ assets in any future Sale Order or plan of reorganization that close(s) on such purchase(s). For the avoidance of doubt, to the extent it is a Successful Bidder pursuant to the Bidding Procedures Order, the Stalking Horse Bidder will be a Purchaser.

(y) “Reconstruction Steps” means the “Reconstruction Steps” as that term is used in the Bidding Procedures Order.

(z) “Related Parties” means, with respect to any Person, (i) such Person’s predecessors, successors, assigns, subsidiaries, Affiliates, or managed accounts or funds, in each case in their respective capacities as such; (ii) its and their respective past, present and

future officers, board members, directors, principals, agents, servants, independent contractors, co-promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case solely in their respective capacities as such; and (iii) any insurer of any DMP solely in its capacity as such and specifically excluding any Debtor Insurer, solely in its capacity as a Debtor Insurer.

(aa) “Sale Order” means an order of the Bankruptcy Court approving the sale of substantially all assets by the Debtor.

(bb) “Stalking Horse Bidder” means Tensor Limited, or one or more of its designees (but only if it is named as a Purchaser).

(cc) “UCC Resolution Term Sheet” means the term sheet attached as Exhibit 1 to the Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters [Docket No. 1505].

(dd) “Voluntary GUC Creditor Trust” means the trust provided for in the UCC Resolution Term Sheet.

11. Stipulation Binding on the Parties. Once this Stipulation is approved by the Bankruptcy Court it will control the rights of the Parties as to the subject matter of this Stipulation

and will not be further modified by any sale order, plan or confirmation order absent the written consent of the Parties to such modifications.

12. Headings. The headings in this Stipulation are for purposes of reference only and shall not limit or otherwise affect the meaning of this Stipulation.

13. Joinder. With the consent of the Debtors, and subject to providing the Official Committee of Unsecured Creditors with sufficient notice and an opportunity to object, any Person may execute a joinder to this Stipulation in the form of **Exhibit B** (and/or such other form to which the Debtors consent) and be deemed a “DMP” hereunder.

14. Retention of Jurisdiction. The Parties agree that the Court shall retain jurisdiction with respect to all matters arising from or related to this Stipulation.

**Agreed:**

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Affiliates*

**LOCKE LORD LLP**

/s/ John P. McDonald

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Entities*

**WHITE & CASE LLP**

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-and-

Jessica C. Lauria (admitted *pro hac vice*)  
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New York, New York 10020  
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-and-

Amanda Parra Christie (admitted *pro hac vice*)  
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Certain Affiliates*

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/s/ Robert Lando

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*Counsel for Loblaw Companies Ltd., Shoppers  
Drug Mart Inc., and Sanis Health Inc*

**Agreed, but Not A Party Hereto:**

**GIBSON, DUNN & CRUTCHER LLP**

/s/ Michael J. Cohen

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Michael J. Cohen  
Joshua K. Brody  
Mary Beth Maloney  
Christina M. Brown  
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*Counsel to the Ad Hoc First Lien Group*

**EXHIBIT A**

**Distributors, Manufacturers, and Pharmacies<sup>4</sup>**

**AmerisourceBergen Drug Corporation**

AmerisourceBergen Drug Corporation, in its individual capacity  
AmerisourceBergen Drug Corporation, as successor in interest to Bellco Drug Corp.,  
H.D. Smith Holdings LLC, H.D. Smith, LLC, and Valley Wholesale Drug Co., LLC  
Integrated Commercialization Solutions, Inc.  
American Medical Distributors, Inc.  
AmerisourceBergen Corporation  
J.M. Blanco, Inc.  
MWI Veterinary Supply, Inc.  
ASD Specialty Healthcare, LLC  
PharMEDium Services, LLC

**Cardinal Health**

Cardinal Health, Inc. ("CHI")  
Cardinal Health 3, LLC  
Cardinal Health 3, Inc.<sup>5</sup>  
Cardinal Health 104, LP  
Cardinal Health 107, Inc.<sup>6</sup>  
Cardinal Health 108, LLC (f/k/a Cardinal Health 108, Inc.)  
Cardinal Health 110, LLC (d/b/a Gen-Source RX) (f/k/a Cardinal Health 110, Inc.)  
Cardinal Health 112, LLC  
Cardinal Health 113, LLC  
Cardinal Health 411, Inc.<sup>7</sup>  
Cardinal Health P.R. 120, Inc. (f/k/a Borschow Hospital & Medical Supplies, Inc.)  
Kinray, LLC (f/k/a Kinray, Inc.)<sup>8</sup>  
Cardinal Health 127, Inc.  
Cardinal Syracuse, Inc., a New York corporation (Syracuse, New York)<sup>9</sup>  
Marmac Distributors, Inc., a Connecticut corporation (Hartford, Connecticut)<sup>10</sup>

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<sup>4</sup> Information regarding the claims filed by each DMP can be found in the DMPs' respective proofs of claim.

<sup>5</sup> Cardinal Health 3, Inc. merged into Cardinal Health 3, LLC on July 1, 2005.

<sup>6</sup> Cardinal Health 107, Inc. is known as Cardinal Health 107, LLC.

<sup>7</sup> Cardinal Health 411, Inc. merged into Cardinal Health 110, LLC on January 1, 2016.

<sup>8</sup> Kinray, Inc. merged into Kinray, LLC on January 1, 2014. Thereafter, Kinray, LLC merged into Cardinal Health 110, LLC on January 1, 2017.

<sup>9</sup> Cardinal Syracuse, Inc. merged into Cardinal Health 110, LLC on September 30, 2001.

<sup>10</sup> Marmac Distributors, Inc. merged into Cardinal Health 200, LLC as of June 30, 2000.

James W. Daly, Inc., a Massachusetts corporation (Peabody, Massachusetts)<sup>11</sup>  
Ohio Valley-Clarksburg, Inc., a Delaware corporation (Wheeling, West Virginia)<sup>12</sup>  
Chapman Drug Company, a Tennessee corporation (Knoxville, Tennessee)<sup>13</sup>  
Cardinal Florida, Inc., a Florida corporation (Lakeland, Florida)<sup>14</sup>  
Cardinal Mississippi, Inc., a Mississippi corporation (Richland, Mississippi)<sup>15</sup>  
Solomons Company, a Georgia corporation (Savannah, Georgia)<sup>16</sup>  
Whitmire Distribution Corporation, a Delaware corporation (Folsom, California)<sup>17</sup>  
Humiston-Keeling, Inc., an Illinois corporation (Calumet City, Illinois)<sup>18</sup>  
Behrens Inc., a Texas corporation (Waco, Texas)<sup>19</sup>  
Parmed Pharmaceuticals, Inc. (f/k/a Parmed Pharmaceuticals, Inc.)<sup>20</sup>  
Red Key, Inc., an Ohio corporation  
Red Oak Sourcing, LLC, as agent for Cardinal Health  
Any other subsidiary of CHI, an Ohio corporation, as may be designated by CHI

**Henry Schein**

Henry Schein, Inc.  
Henry Schein Medical Systems, Inc.  
Insource, Inc.  
General Injectables & Vaccines, Inc.

**Johnson & Johnson**

Johnson & Johnson

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<sup>11</sup> James W. Daly, Inc. changed its name to Cardinal Health 106, Inc. Cardinal Health 106, Inc. then merged into Cardinal Health 103, Inc. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>12</sup> Ohio Valley-Clarksburg, Inc. merged into Cardinal Health 110, LLC on September 31, 2001.

<sup>13</sup> Chapman Drug Company Merged into Cardinal Health 103, Inc. on December 31, 1998. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>14</sup> Cardinal Florida, Inc. merged into Cardinal Health 103, Inc. on September 30, 1998. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>15</sup> Cardinal Mississippi, Inc. merged into Cardinal Health 103, Inc. on September 30, 1998. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>16</sup> Solomons Company merged into Cardinal Health 103, Inc. on September 23, 1998. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>17</sup> Whitmire Distribution Corporation is the former name of Cardinal Health 110, LLC.

<sup>18</sup> Humiston-Keeling, Inc. merged into Cardinal Health 110, LLC on July 1, 1994.

<sup>19</sup> Behrens Inc. merged into Cardinal Health 110, LLC on June 30, 1998.

<sup>20</sup> Parmed Pharmaceuticals, Inc. converted to Parmed Pharmaceuticals, LLC on January 1, 2014. Parmed Pharmaceuticals, LLC merged into Cardinal Health 110, LLC on January 1, 2016.

Janssen Pharmaceuticals, Inc.  
Ortho-McNeil-Janssen Pharmaceuticals, Inc., n/k/a Janssen Pharmaceuticals, Inc.  
Janssen Pharmaceutica, Inc., n/k/a Janssen Pharmaceuticals, Inc.  
Alza Corporation  
Janssen Ortho LLC  
Janssen Inc.  
Ortho-McNeil Pharmaceutical, Inc.  
Actelion Pharmaceuticals Ltd  
Actelion Pharmaceuticals Australia PTY LTD  
Janssen Supply Chain Division of ALZA Corporation  
Janssen Scientific Affairs, LLC  
Actelion Clinical Research, Inc., n/k/a Janssen Scientific Affairs, LLC  
Johnson & Johnson Health and Wellness Solutions

**McKesson**

McKesson Corporation  
McKesson Canada Corporation  
McKesson Medical Surgical Inc.  
McKesson Specialty Care Distribution Corporation  
McKesson Specialty Distribution LLC  
McKesson Medical Surgical Minnesota Supply Inc.  
Health Mart Systems, Inc.  
McKesson Medical-Surgical Top Holdings Inc.  
RxC Acquisition Company  
Relay Health Corporation

**Mylan**

Viatis Inc.  
Mylan Inc.  
Mylan Pharmaceuticals Inc.  
Mylan Institutional Inc.  
Mylan Technologies Inc.  
Mylan Specialty, L.P.  
Mylan Bertek Pharmaceuticals Inc.

**Teva**

Actavis, Inc.  
Actavis Elizabeth LLC  
Actavis Laboratories FL, Inc.  
Actavis Pharmaceuticals NJ, Inc.  
Actavis South Atlantic LLC  
Anda, Inc.  
Barr Laboratories Inc  
Cephalon, Inc.  
Ivax Pharmaceuticals LLC  
Teva API, Inc  
Teva Pharmaceuticals, Inc  
Teva Pharmaceuticals USA, Inc.  
Watson Laboratories, Inc.  
Actavis Pharma, Inc.

Actavis Laboratories UT, Inc.  
Actavis Mid Atlantic LLC  
Actavis LLC  
Actavis Totowa LLC  
Actavis Kadian LLC  
Teva Puerto Rico LLC (f/k/a Warner Chilcott Company LLC)  
Cephalon, Inc. (n/k/a Cephalon LLC)  
Cupric Holding Co., Inc. (n/k/a Cupric Holding Co. LLC)  
Cobalt Pharmaceuticals Inc. (n/k/a Cobalt Laboratories LLC)  
Teva Pharmaceutical Holdings Coöperatieve U.A  
Teva Pharmaceuticals Europe B.V.  
Teva Sales and Marketing, Inc.  
Teva Branded Pharmaceutical Products R&D, Inc.  
Anda Pharmaceuticals, Inc.  
Anesta LLC  
Barr Laboratories Inc.  
Teva Biopharmaceuticals USA, Inc.  
Anda Marketing Inc  
Teva Pharmaceutical Industries Ltd.  
Abrika Pharmaceuticals, Inc.  
Amide Pharmaceutical, Inc.  
Arrow International Limited  
Breath Limited  
Teva Women's Health, LLC  
Lotus Labs Pvt. Limited  
Pliva Hrvatska d.o.o.  
Pliva, Inc.  
Teva API B.V.  
Teva Czech Industries S.R.O.  
Teva Pharmaceuticals Curacao N.V.  
Plantex Ltd.  
Assia Chemical Industries Ltd.

**Sanis**

Loblaw Companies Ltd.  
Shoppers Drug Mart Inc.  
Sanis Health Inc.



**EXHIBIT B**  
**Form Joinder to the Stipulation**

This joinder agreement (this “Joinder Agreement”) to the Stipulation Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion, dated as of July [•], 2023 (the “Stipulation”) among Endo International plc and its debtor affiliates party thereto (collectively, the “Debtors”) and certain distributors, manufacturers, and pharmacies (collectively, as listed on Exhibit A to the Stipulation, the “DMPs”) is executed and delivered by the undersigned party (the “Joining Party”). Capitalized terms used but not defined herein have the meanings set forth in the Stipulation.

The Joining Party hereby agrees to be bound by all of the terms of the Stipulation. The Joining Party shall hereafter be deemed to be a “DMP” and a “Party” for all purposes under the Stipulation.

All notices and other communications given or made pursuant to the Stipulation shall be sent to the Joining Party at:

[JOINING PARTY]  
[ADDRESS]  
Attention:  
E-mail:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder Agreement to be executed as of the date provided below.

Date Executed: \_\_\_\_\_, 20

By: [JOINING PARTY]  
\_\_\_\_\_  
Name:  
Title:

**EXHIBIT C**  
**Requirements for Canadian Document Preservation**

1. Legal Hold Obligation. The Legal Hold obligation related to the Canadian Actions shall include all documents that may be relevant to the Canadian Actions, including, for the avoidance of doubt, the following documents:

(a) documents concerning the development and manufacture of opioids, including: (1) any internal documents or communications regarding the rationale to develop the opioids manufactured by the Debtors; (2) any documents regarding the anticipated and/or actual cost of developing or manufacturing opioids; and (3) any supply agreements with respect to obtaining active pharmaceutical ingredients for manufacturing opioids;

(b) documents relevant to any tests and studies the Debtors conducted, or that were conducted by any of the Debtors, including all studies that were in connection with the development, testing and marketing of opioids, or were conducted to determine the risk of disease, injury or illness resulting from use or exposure to opioids as well as the effectiveness of opioids;

(c) documents relevant to the development, sale, manufacturing, testing, and marketing of abuse deterrent formulations of opioids;

(d) documents relevant to the market share that the Debtors had from 1996 to the present with respect to opioids that are alleged in any of the Canadian Actions to have caused or contributed to the risk of disease, injury or illness;

(e) documents relevant to the sale and marketing of opioids in Canada by the Debtors, including: (1) documents relevant to the amount spent by the Debtors on such marketing; (2) all marketing plans, sales targets, sales forecasts and communications to the public and medical practitioners with respect to opioids; (3) all marketing documents regarding the

treatment of chronic pain; (4) all communications with the Debtors' Canadian salesforce regarding opioids and/or chronic pain; and (5) any communications with, or documents received from, any advisors of the Debtors (to the extent those documents/communications were shared with the Canadian Defendants) with respect to the marketing of opioids;

(f) documents relevant to the Debtors' communications with medical students or pharmacy students in Canada regarding opioids, chronic pain, or pain management, including: (1) documents relevant to any funding or other compensation provided by the Debtors to faculty/instructors in Canada; and (2) any textbooks, pamphlets, or other instructional materials funded, developed, or copyrighted by the Debtors that were distributed in Canada, and communications with third parties regarding the development or publication of such materials and records of any and all payments made in connection with those activities;

(g) documents relevant to the Debtors' communications with medical practitioners or other professionals in Canada regarding opioids, chronic pain, or pain management, including: (1) any communications with, or funding provided to, lectures and key opinion leaders in Canada by any of the Debtors; (2) any communications with, or funding provided to, Canadian medical practitioners by any of the Debtors; (3) all letters, brochures and other materials delivered to the public and medical practitioners which discuss the benefits and/or potential side-effects or adverse reactions associated with opioids (including abuse deterrent formulations of opioids); (4) any information regarding coupon programs or drug samples provided to medical practitioners by any of the Debtors; (5) all records of the costs of marketing activities directed at medical practitioners, including receipts for meals, travel, or any other promotional activities; and (6) documents regarding the preparation of studies surrounding pain

management and/or the use of opioids, and records of any and all payments made in connection with the preparation of those studies;

(h) any and all communications with marketing or advertising agencies regarding the development of any Opioid promotional, marketing or sales materials or messaging, including any market research focus group studies or similar analysis;

(i) all data collected by Intercontinental Marketing Services Health Inc., IQVIA Pharma Inc., or any other research or consulting company during the time period that opioids were marketed or distributed by the Debtors;

(j) any and all documents regarding: (1) the remuneration of sales representatives in connection with the sale or distribution of opioids manufactured or distributed by the Debtors, including compensation structure, targets, and annual results; (2) internal training or policy materials or communications regarding the promotion and or sales of opioids; and (3) all call notes recorded by sales representatives regarding the promotion and or sales of opioids;

(k) all communications and records regarding the formation and operation of policy advisory boards with respect to the marketing and sale of opioids;

(l) any and all communications regarding the decision to sponsor or facilitate lectures, courses or professional retreats where the issue of pain management was expected to be discussed, and records of any and all payments made in the course of those activities;

(m) any and all communications with patient advocacy groups, professional groups, policy groups, independent organizations or other associations or organizations dedicated either to pain management or to conditions which were expected to require

pain management (such as cancer), and records of any and all payments made to those groups, associations or organizations;

(n) any and all communications with publishers, authors or others regarding the development or publication of manuals, reference books, booklets or other material dedicated, in whole or in part, to the management of pain, and records of any and all payments made to those groups, associations or organizations;

(o) all of the Debtors' correspondence, studies, or reports (including drafts) to or from Health Canada or other governing regulatory authorities with respect to opioids, including all information required pursuant to subsection 9(1) of the *Narcotic Control Regulations*, CRC, c. 1041, applications to Health Canada seeking approval of any opioids, New Drug Submissions or Supplemental New Drug Submissions, inspection reports, deficiency notices, descriptions of incidents, untitled letters, warning letters, notices of violation, administrative monetary penalties, adverse reaction reports, information or allegations concerning serious side effects or failure of any opioids to produce their desired effects, or other allegations of regulatory noncompliance that refer to any of the Debtors, as well as responses to such correspondence from any of the Debtors, Health Canada or any other governing regulatory authority and any associated corrective and preventive actions initiated thereto, as well as all communications with respect to the documents referred to in this paragraph, including internally among the Debtors;

(p) all versions of product monographs in relation to opioids manufactured or distributed by the Debtors, and to the extent that there were variations over time, or that any variations were considered (even if not implemented), any and all communications regarding the need to make those modifications;

(q) any and all investigations conducted pursuant to subsection C.01.012(a) of the *Food and Drug Regulations*, CRC, c. 870;

(r) any and all information regarding clinical trials and investigational tests that were made public pursuant to subsection 30(1.2)(c) of the *Food and Drugs Act*, RSC 1985, c. F-27;

(s) all draft and submitted applications to any publicly funded drug programs seeking to have any opioids included as funded drugs in any drug plan (including any listings on formularies), as well as all communications with respect to such applications, including internally, with the Debtors, and with such funded drug programs;

(t) all communications between any of the Debtors and Health Canada or other governing regulatory authorities with respect to opioids, including any communications regarding marketing opioids, all studies submitted and any all reports of adverse effects or contra-indications submitted to Health Canada or other governing regulatory authorities in connection with the sale of opioids or use of opioids manufactured and distributed by the Debtors, including documents referenced in subsections C.01.017, C.01.018(1) and C.01.109(1) of the *Food and Drug Regulations*, CRX, c. 870;

(u) any and all communications and documents submitted in connection with the process for inclusion of opioids developed or manufactured by the Debtors in provincial or territorial drug formularies;

(v) sales or distribution records and reports in relation to the opioids manufactured or distributed by the Debtors in Canada;

(w) any adverse drug experience or similar post-market report that was provided to Health Canada, other governing regulatory authorities or other authorities with respect to any of the opioids manufactured or distributed by the Debtors;

(x) all internal memos, directives, or guidelines issued by the Debtors with respect to the new Health Canada licensing conditions issued in November 2012;

(y) any documents or reports that indicate the potential abuse or diversion of opioids including: (1) any reports or communications received from medical practitioners expressing concerns with respect to the use or perceived abuse of opioids; (2) all reports regarding unusual activity given to Health Canada or other governing regulatory authorities; (3) all documents generated in connection with a post-market monitoring system, if any, in relation to the use of opioids; (4) documents and reports concerning theft of opioids and any reporting documents given to regulatory agencies, police or third parties concerning theft, including all communications pursuant to section 20 of the *Narcotic Control Regulations*, CRC, c. 1041; and (5) any investigations, mitigations or remedial steps take in response to the foregoing documents or reports;

(z) to the extent that any sales of opioids were made pursuant to subsections 24(2) to (5) of the *Narcotic Control Regulations*, CRC, c. 104, any and all documents relating to compliance with the requirements in subsection 27(1) of such regulation, including documents that indicate whether or not appropriate systems were put into place and audited;

(aa) all documents and communications by the Debtors with any of their affiliated or associated corporations, companies, partnerships and other entities, including, without limitation, the Canadian Defendants, and their respective employees, officers and directors regarding opioids;

(bb) documents relevant to the considerations set out in paragraph 7(3) of the *Opioid Damages and Health Care Costs Recovery Act*, SBC 2018, c. 35, with respect to apportionment of liability;

(cc) all other documents relevant to Debtors' proportionate share of liability in respect of the claims for the tort of public nuisance asserted in any of the Canadian Actions; and

(dd) all documents relevant to (1) the organization, structure, and legal and beneficial ownership (including through any trusts) of the Debtors, (2) the relationship of the Canadian Defendants to each other and the other Debtors, and (3) the joint management and/or control of the Debtors.

2. Counsel for Additional Canadian Parties.

Party	Counsel	Counsel Email	Counsel Address
Apotex Inc.  Apotex Pharmaceutical Holdings Inc.	Harry Radomski  Nando De Luca	<a href="mailto:hradomski@goodmans.ca">hradomski@goodmans.ca</a>  <a href="mailto:ndeluca@goodmans.ca">ndeluca@goodmans.ca</a>	<b>GOODMANS LLP</b> Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
Nu-Quest Distribution Inc.	Keith Morgan	<a href="mailto:kmorgan@bfma-law.com">kmorgan@bfma-law.com</a>	<b>BROWNE FITZGERALD MORGAN &amp; AVIS</b> PO Box 23135 Terrace on the Square St. John's, NL A1B 4J9
Imperial Distributors Canada Inc.	Marko Vesely  Craig Ferris	<a href="mailto:mvesely@lawsonlundell.com">mvesely@lawsonlundell.com</a>  cferris@lawsonlundell.com	<b>LAWSON LUNDELL LLP</b> Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2
Actavis Pharma Company Pharmascience Inc. Sun Pharma Canada Inc. (formerly Ranbaxy	Laura Fric  Craig Lockwood  Robert Carson	<a href="mailto:lfric@osler.com">lfric@osler.com</a>  <a href="mailto:clockwood@osler.com">clockwood@osler.com</a>  <a href="mailto:rcarson@osler.com">rcarson@osler.com</a>	<b>OSLER, HOSKIN &amp; HARCOURT LLP</b> 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto ON M5X 1B8



Party	Counsel	Counsel Email	Counsel Address
Pharmaceuticals Canada Inc.) Teva Canada Innovation G.P. — S.E.N.C Teva Canada Limited			
LPG Inventory Solutions	Craig P. Dennis, QC  Owen James	cdennis@djacounsel.com  ojames@djacounsel.com	<b>DENNIS JAMES AITKEN LLP</b> 800 – 543 Granville Street Vancouver, BC V6C 1X8
Pro Doc Limitee	Kelsey Sheriff	ksherriff@millerthomson.com	<b>MILLER THOMSON LLP</b> 725 Granville Street Suite 400 Vancouver, BC V7Y 1G5
The Jean Coutu Group (PJC) Inc.	Geoffrey Shaw  Derek Ronde  Danielle DiPardo	<a href="mailto:gshaw@cassels.com">gshaw@cassels.com</a>  <a href="mailto:dronde@cassels.com">dronde@cassels.com</a>  <a href="mailto:ddipardo@cassels.com">ddipardo@cassels.com</a>	<b>CASSELS BROCK &amp; BLACKWELL LLP</b> HSBC Building 885 West Georgia Street Suite 2200 Vancouver, BC V6C 3E8  - and -  <b>CASSELS BROCK &amp; BLACKWELL LLP</b> Scotia Plaza 40 King Street West Suite 2100 Toronto, ON M5H 3C2
Mylan Pharmaceuticals ULC	Scott Maidment  Joan Young  Jennifer Dent	<a href="mailto:scott.maidment@mcmillan.ca">scott.maidment@mcmillan.ca</a>  <a href="mailto:joan.young@mcmillan.ca">joan.young@mcmillan.ca</a>  <a href="mailto:jennifer.dent@mcmillan.ca">jennifer.dent@mcmillan.ca</a>	<b>McMillan LLP</b> Royal Centre 1055 West Georgia Street Suite 1500, PO Box 11117 Vancouver, BC V6E 4N7
Sandoz Canada Inc.	Peter Pliszka  Stuart Brotman	<a href="mailto:ppliszka@fasken.com">ppliszka@fasken.com</a>  <a href="mailto:sbrotman@fasken.com">sbrotman@fasken.com</a>	<b>FAKSEN MARTINEAU DuMOULIN LLP</b>  333 Bay Street, Suite 2400, Toronto, ON M5H 2T6

Party	Counsel	Counsel Email	Counsel Address
Valeant Canada LP / Valeant Canada S.E.C.	James Sullivan, Q.C.	<a href="mailto:james.sullivan@blakes.com">james.sullivan@blakes.com</a>	<b>BLAKE, CASSELS &amp; GRAYDON LLP</b> 595 Burrard Street, P.O. Box 49314
Bausch Health Companies Inc.	Andrew Skodyn  Melanie Baird	<a href="mailto:andrew.skodyn@blakes.com">andrew.skodyn@blakes.com</a>  <a href="mailto:melanie.baird@blakes.com">melanie.baird@blakes.com</a>	Suite 2600, Three Bentall Centre Vancouver, BC V7X 1 L3
Bristol-Myers Squibb Canada	Rebecca von Rüti	<a href="mailto:rebecca.vonruti@dlapiper.com">rebecca.vonruti@dlapiper.com</a>	<b>DLA PIPER (CANADA) LLP</b> 1133 Melville Street, Suite 2700
Bristol-Myers Squibb Company	David Neave	<a href="mailto:david.neave@dlapiper.com">david.neave@dlapiper.com</a>	Vancouver, BC V6E 4E5

3. Pending Canadian Actions.

<b>Jurisdiction</b>	<b>Claim Filed</b>	<b>Proposed Representative Plaintiff</b>	<b>Applicable Debtors</b>	<b>Court File No.</b>
British Columbia	August 29, 2018	Her Majesty the Queen in Right of the Province of British Columbia (the <b>“Province of British Columbia”</b> ) as representative plaintiff on behalf of all federal, provincial and territorial governments and agencies	“Paladin Labs” Paladin Labs Canadian Holdings Inc.  Endo International plc ( <b>“Endo Parent”</b> )  Endo Pharmaceuticals Inc. ( <b>“EPI”</b> )  Endo Ventures Ltd. ( <b>“Endo Ventures”</b> )	No: S189395 (Vancouver Registry)
British Columbia	December 2019	The individual “MW”	“Paladin Labs” EPI	
Alberta	June 2020	The City of Grande Prairie and the City of Brantford as representative plaintiffs on behalf of all local or municipal governments in Canada	“Paladin Labs” Endo Parent EPI  Endo Ventures	
Saskatchewan	March 2021	Peter Ballantyne Cree Nation and Lac La Ronge Indian Band as representative plaintiffs on behalf of all First Nations communities and local or municipal governments in Canada	“Paladin Labs” Endo Parent EPI	
Ontario	May 2019	Darryl Gebien	Paladin Endo Parent EPI	CV-19-00620048-00CP  CV-19-00630389-00CP
Quebec	May 2019	Jean-Francois Bourassa	Paladin	

**EXHIBIT D**  
**Form of Canadian Undertaking**

This undertaking agreement (this “Undertaking”) to the Stipulation Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion, dated as of July [•], 2023 (as amended, modified, or otherwise supplemented from time to time, the “Stipulation”) among Endo International plc and its debtor affiliates party thereto (collectively, the “Debtors”) and certain distributors, manufacturers, and pharmacies (collectively, as listed on Exhibit A to the Stipulation, the “DMPs”) is executed and delivered by the undersigned party (the “Undertaking Party”). Capitalized terms used but not defined herein shall have the meanings set forth in the Stipulation.

The Undertaking Party hereby agrees to be bound by paragraphs 8 and 11-14 of the Stipulation. For the avoidance of doubt, the Undertaking Party shall not be treated as a DMP under or Party to the Stipulation for any other purpose.

The Undertaking Party hereby represents and warrants that it has not previously objected to the proposed sale of Debtors’ assets and agrees that it will not object to any proposed sale of the Debtors’ assets to the Purchaser or to any ultimate buyer(s) of the Debtors’ assets in any future Sale Order or plan of reorganization for the Debtors provided that it includes the relief provided in paragraph 8 of the Stipulation. In the event that the Closing Date does not occur, the Parties hereto shall be returned to the positions they were in prior to the Court’s approval of this Stipulation, with all rights, remedies and objections preserved.

All notices and other communications given or made pursuant to the Agreement shall be sent to the Undertaking Party at:

[UNDERTAKING PARTY]

[ADDRESS]

Attention:

E-mail:

IN WITNESS WHEREOF, the Undertaking Party has caused this Undertaking to be executed as of the date provided below.

Date Executed: \_\_\_\_\_, 20\_\_

By: [UNDERTAKING PARTY]  
\_\_\_\_\_

Name:

Title:

**THIS IS EXHIBIT “U”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



---

Commissioner for Taking Affidavits

**GIBSON, DUNN & CRUTCHER LLP**

Scott J. Greenberg  
Michael J. Cohen  
Joshua K. Brody  
Christina M. Brown  
200 Park Avenue  
New York, New York 10166  
Telephone: (212) 351-4000  
Facsimile: (212) 351-4035

*Counsel to the Ad Hoc First Lien Group*

**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 No. 1257**

**NOTICE OF FILING OF TERM SHEET**

**PLEASE TAKE NOTICE** that, on November 23, 2022, the Debtors filed the *Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 728] (the “**Sale Motion**”).

**PLEASE TAKE FURTHER NOTICE** that, on January 27, 2023, the Court entered an order [Docket No. 1257] (the “**Mediation Order**”)<sup>2</sup> referring certain matters to mediation (“**Mediation**”).

**PLEASE TAKE FURTHER NOTICE** that, prior to Sale Objection Deadline (as defined in the Bidding Procedures Order), the Ad Hoc First Lien Group and the United States of America

<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 Dr., Malvern, PA 19355.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Mediation Order or the proposed order attached as Exhibit A to the *Notice of Filing of Revised Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief; and Revised Stalking Horse Agreement* [Docket No. 2577], as applicable.

(the “*United States*”) engaged in Mediation with respect to certain disputes related to the Sale Motion.

**PLEASE TAKE FURTHER NOTICE** that, on July 18, 2023, prior to the Sale Objection Deadline, the United States, on behalf of the Internal Revenue Service, the U.S. Department of Justice, the U.S. Department of Health and Human Services, and the U.S. Department of Veterans Affairs, by its attorney, Damian Williams, United States Attorney for the Southern District of New York, filed the *Objection of the United States of America to the Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets and (IV) Granting Related Relief – and – Memorandum of Law in Support of Motion to Appoint Chapter 11 Trustee* [Docket No. 2460] (the “*USG Objection*”).

**PLEASE TAKE FURTHER NOTICE** that, following the filing of the USG Objection, the United States and the Ad Hoc First Lien Group voluntarily resumed Mediation.

**PLEASE TAKE FURTHER NOTICE** that the Mediation Order authorizes the disclosure of Proposal Information.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Mediation, the Proposal Information attached hereto as **Exhibit A** (the “*Term Sheet*”) is a summary of key terms under discussion in the interest of reaching a potential resolution of the USG Objection and certain related claims and disputes and is the product of Mediation discussions among certain representatives of the United States and certain representatives of the Ad Hoc First Lien Group. Specifically, with respect to the United States, once an acceptable resolution of the civil fraud and criminal investigations is reached (as noted in paragraph 5 of the Term Sheet), and further once appropriate documents are negotiated to implement the terms embodied in the Term Sheet, then trial counsel at the United States Attorney’s Office for the Southern District of New York have agreed to recommend the terms of the Term Sheet for approval to the appropriate officials within the U.S. Department of Justice who are empowered to authorize settlements of the government claims at issue.

**PLEASE TAKE FURTHER NOTICE** that the Term Sheet has not yet been approved by either the United States or the Required Consenting Global First Lien Creditors, and remains subject to and conditioned upon (i) each such party obtaining any necessary approvals of the terms embodied in the Term Sheet, (ii) agreement on definitive documentation implementing the Term Sheet (including a potential chapter 11 plan that may be proposed prospectively by the Debtors), and (iii) agreement by and among the Debtors, the United States, and the Required Consenting Global First Lien Creditors on the resolution of all civil fraud and criminal investigations of the Debtors by the U.S. Department of Justice (which resolution discussions, for the avoidance of doubt, remain ongoing), as noted in paragraph 5 of the Term Sheet.

**PLEASE TAKE FURTHER NOTICE** that none of the Debtors, their applicable boards of directors, or any other case constituencies (to the extent applicable) have approved or agreed to support the terms set forth in the Term Sheet. In the event any such approval or support is necessary, it will be sought at the appropriate time.

**PLEASE TAKE FURTHER NOTICE** that (i) the Term Sheet and the negotiations related thereto are subject to Rule 408 of the Federal Rule of Evidence, all other applicable rules of evidence, and the Mediation Order, (ii) all negotiations relating to the Term Sheet shall not be admissible into evidence in any proceeding, and (iii) the rights of the United States, the Ad Hoc First Lien Group, the Debtors, the official committees, and other case constituencies with respect to all issues in the above-captioned chapter 11 cases (the “*Chapter 11 Cases*”) are fully reserved.

Dated: November 20, 2023  
New York, New York

Respectfully submitted,

/s/ Michael J. Cohen

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*Counsel to the Ad Hoc First Lien Group*



**Exhibit A**

**Term Sheet**

**PLEASE TAKE NOTICE** that the Term Sheet remains (i) subject to separate and ongoing approval processes to be undertaken by the United States and the Required Consenting Global First Lien Creditors and (ii) contingent on certain to be agreed contributions of other constituencies in the Chapter 11 Cases as outlined in the Term Sheet. The Debtors and applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Restructuring Support Agreement, with respect to the resolution of the criminal matters raised by the United States and the definitive documents related to the Term Sheet (including a chapter 11 plan) and to any amendment, revision, modification, or supplement to any such documents at any time before the effective date of a chapter 11 plan, or any such other date as may be provided for by such plan or by order of the Bankruptcy Court.

**Subject to Mediation Privilege & FRE 408**

**Confidential – draft**

**Key Terms of DOJ-Ad Hoc First Lien Resolution**

1. \$364.9 million nominal, payable over 10 years in equal installments with the first payment payable 12 months after the closing of the sale or the effective date of a chapter 11 plan for the Debtors (the “Plan”) (such date, the “Resolution Effective Date”). The parties agree that in any sale or plan scenario, the transaction will be treated as a taxable sale of assets for federal income tax purposes. The Ad Hoc First Lien Group is not prepared to have the Resolution Obligor (defined as Newco, in the event of a sale, or the ultimate parent of the reorganized business in the event of a Plan) fund the full \$364.9 million payment (\$200 million on a net present value basis based on the discounting factors in 1a below), and is in the process of mediating with other constituencies the extent to which any constituencies will provide contributions to such payment.
  - a. The Resolution Obligor<sup>1</sup> can elect to pre-pay the balance in whole or in part at any time using the following discounting factors: (i) 10 year, equal installment payment stream (or such amounts remaining to be paid under the original 10-year schedule) and (ii): 12.75% annual discount rate. For the avoidance of doubt, if the Resolution Obligor elects to prepay the entire amount on the Resolution Effective Date, the payment would be \$200 million.
  - b. DOJ will have a one-time election to demand the \$200 million payment on the Resolution Effective Date.
2. \$100 million contingent note payable annually based on EBITDA outperformance during the calendar years 2024-2028, the material terms of which note are set forth on Exhibit 1 hereto.
3. If DOJ doesn’t elect to receive the upfront payment detailed in 1b above, should the Resolution Obligor file for bankruptcy prior to full satisfaction of the cash payment obligations herein, the unpaid balance would receive priority status in a subsequent bankruptcy case of the Resolution Obligor.
4. Parties agree that (a) no tax credits or other potentially beneficial tax attributes (such as net operating losses) are acquired by the Newco from the Debtors in the event of a sale or by any party (including the Reorganized Debtor) in the event of a reorganization, and (b) the Resolution Obligor’s tax basis in the acquired or post-emergence assets (as applicable) will be stipulated to be in the range of \$3.5 billion to \$4.65 billion, with such tax basis to be established by the Resolution Obligor following the Resolution Effective Date pursuant to a fair market valuation of such assets by a nationally recognized accounting firm retained by the Resolution Obligor.
5. This deal is subject to satisfactory resolution of the criminal and civil fraud claims against the Debtors related to the sale and marketing of opioid products, the financial component of which will be included within the payments described in paragraphs 1-2, and shall be acceptable to the DOJ, Debtors and the Ad Hoc First Lien Group.

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<sup>1</sup> The obligations hereunder of the Resolution Obligor shall not be structurally junior to any of obligations outstanding under any other resolution reached with any other case constituency.

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**Confidential – draft**

6. These considerations would satisfy all pre-petition and administrative claims of the government against the Debtors.
7. The Debtors and Ad Hoc First Lien Group will resolve any outstanding objections from the US Trustee to the proposed transaction.

**Subject to Mediation Privilege & FRE 408**

**Confidential – draft**

**Exhibit 1**

**Material Terms of Contingent Note**

**Subject to Mediation Privilege & FRE 408**

**Confidential – draft**

- **Instrument:** a promissory note issued at Resolution Effective Date with a face amount of \$100 million that shall rank as a senior unsecured obligation of the Resolution Obligor (the “**Contingent Note**”), which the Parties agree is among the consideration given in respect of the resolution of the IRS’s tax claims.
- **Contingent payment amount:** Periodic payment amount determined by EBITDA outperformance relative to benchmark projections. For each year from 2024 through 2027, payment on the Contingent Note is triggered by the Resolution Obligor’s outperformance over the February 2023 LTP. For the year 2028 (which is not included in the February 2023 LTP), the target EBITDA (defined below) shall be \$949 million<sup>2</sup>.
  - Use Earnings Before Interest, Taxes, Depreciation and Amortization (“**EBITDA**”) as a metric to measure outperformance on an annual basis. EBITDA will be calculated as disclosed in Item 2.02 of Endo’s Current Report on Form 8-K dated August 8, 2023 (“EBITDA represents Net income (loss) before Interest expense, net; Income tax expense; Depreciation; and Amortization, each prepared in accordance with GAAP.”).
  - EBITDA threshold will be adjusted upward/downward dollar for dollar based upon the EBITDA contribution of acquired/sold assets upon the closing of such acquisitions/sales; provided, that any single or series of sale transactions within a twelve-month period that represent more than 66.7% of the EBITDA of the preceding measurement period shall constitute a Liquidity Event (defined below) (such a series of sales within such a twelve-month period, a “**Qualifying Series Liquidity Event**”). Any EBITDA threshold adjustment should account for the timing of the acquisition/sale.
  - Outperformance as measured by actual annual EBITDA reported in any single year during 2024 – 2028 (the “**Contingent Note Period**”) exceeding projected EBITDA by a percentage equal or greater than the applicable incremental percentage set forth below would trigger a payment:

Year	Outperformance Percentage
2024	35%
2025	20%
2026	20%
2027	20%
2028	20%

- Outperformance in any single year would trigger a payment of \$25 million (the “**Contingent Note Payment Amount**”), subject to adjustment as set forth below. Each year’s outperformance is evaluated on a standalone basis (*i.e.*, irrespective of performance in any prior year). For the avoidance of doubt, the sum of payments shall never exceed \$100 million in the aggregate.

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<sup>2</sup> Based on EBITDA growth rate equal to 2027 EBITDA growth rate in February 2023 LTP

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- No clawback is permitted if the Resolution Obligor's audited financial statements are subsequently restated.
- **Liquidity Event Accelerator:**
  - (A) Upon the occurrence of (i) a single transaction that, in form or substance, effects a sale of the Resolution Obligor that closes during the Contingent Note Period at an implied Total Enterprise Value (defined below) that exceeds the applicable Threshold Enterprise Value (defined below), then the Contingent Note will become fully due and payable upon the applicable Liquidity Event Trigger Date, or (ii) a Qualifying Series Liquidity Event, the final sale of which closes during the Contingent Note Period, whereby (1) the sum of (w) the total purchase price paid or payable for each such sale on the Liquidity Event Trigger Date, (x) the book value of the outstanding interest-bearing indebtedness of the Resolution Obligor on the Liquidity Event Trigger Date, and (y) the average daily closing market capitalization of the Resolution Obligor's publicly traded equity for the 30 consecutive trading days following the applicable Liquidity Event Trigger Date,<sup>3</sup> minus (z) the consolidated cash of the Resolution Obligor as of the most recent calendar month-end before the Liquidity Event Trigger Date, exceeds (2) the applicable Threshold Enterprise Value, then the Contingent Note will become fully due and payable upon the applicable Liquidity Event Trigger Date.
  - (B) Upon the occurrence of (i) any single sale of, or (ii) multiple sales aggregating \$500 million or more in value of shares by two or more unaffiliated shareholders acting in concert (not the Resolution Obligor or the Voluntary GUC Trust) that (1) is organized and managed by an investment bank or broker-dealer engaged by the selling shareholders and is not an open market sale, or (2) is a secondary registered offering of such shares that is underwritten by an underwriter, which, in each case, closes during the Contingent Note Period at an implied Total Enterprise Value exceeding the Threshold Enterprise Value on the applicable Liquidity Event Trigger Date (each of the transactions described in this clause (B), a "**Stock Sale Liquidity Event**"), then the Resolution Obligor shall pay the Applicable Amount upon such Liquidity Event Trigger Date, which payment shall reduce the balance of the Contingent Note. Following the payment of any Applicable Amount, the Contingent Note Payment Amount payable in any subsequent calendar year shall be equal to the product of (i) the Contingent Note Payment Amount prior to the payment of such Applicable Amount and (ii) 1 minus the result of (a) the amount raised in the applicable Stock Sale Liquidity Event divided by (b)(x) in the case of a Stock Sale Liquidity Event described in clause (B)(i) above, the total equity value implied by the price per each share sold in such Stock Sale Liquidity Event or (y) in the case of a Stock Sale Liquidity Event described in clause (B)(ii) above, the average equity value implied by the price per each share sold in the sales comprising such Stock Sale Liquidity Event.
    - "**Liquidity Event**" means any of the transactions described in clauses (A)(i) and (ii) above and any Stock Sale Liquidity Event. For the avoidance of doubt, the listing by the Resolution Obligor of its shares on a stock exchange after the

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<sup>3</sup> In the event the equity of the Resolution Obligor is not publicly listed on such date, such equity value shall be determined by a nationally recognized investment banking or valuation firm selected by the Resolution Obligor with DOJ's approval, and retained by the Resolution Obligor.

**Subject to Mediation Privilege & FRE 408**

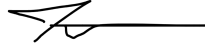
**Confidential – draft**

Resolution Effective Date or an individual shareholder’s sale of its shares (whether in a block trade or multiple trades), in each case, is not a Liquidity Event.

- **“Liquidity Event Trigger Date”** means, as applicable, (1) the closing date in the case of a Liquidity Event described in clause (A)(i) above, (2) the final closing date in the series of sales that are the subject of a Qualifying Series Liquidity Event described in clause (A)(ii) above, (3) the closing date of a sale of shares comprising a Stock Sale Liquidity Event under clause (B)(i), or (4) the final closing date in the series of sales comprising a Stock Sale Liquidity Event under clause (B)(ii).
- **“Applicable Amount”** means the amount equal to the product of (1) (A) in the case of a sale under clause (B)(i), the amount raised in the applicable Stock Sale Liquidity Event divided by the total equity value implied by the price per each share sold in such Stock Sale Liquidity Event or (B) in the case of a series of sales under clause (B)(ii), the aggregate amount raised in the applicable sales comprising such Stock Sale Liquidity Event divided by the average equity value implied by the price per each share sold in the sales comprising such Stock Sale Liquidity Event and (2) the face amount of the Contingent Note outstanding immediately before the Liquidity Event Trigger Date in respect of such Stock Sale Liquidity Event.
- **“Total Enterprise Value”** means (i) the market capitalization of the Resolution Obligor *plus* the book value of the outstanding interest-bearing indebtedness of the Resolution Obligor, in each case, on the Liquidity Event Trigger Date *minus* (ii) consolidated cash of the Resolution Obligor as of the most recent calendar month-end before the Liquidity Event Trigger Date.
- **“Threshold Enterprise Value”** means the amount set forth below with respect to the applicable calendar year in which a Liquidity Event Trigger Date occurs; *provided* that the Threshold Enterprise Value for each calendar year shall be subject to a dollar-for-dollar adjustment upward or downward equal to the purchase price of assets purchased or sold during the Contingent Note Period, as applicable:

(\$ in millions)	2024	2025	2026	2027	2028
<b>Threshold Enterprise Value</b>	\$6,772	\$7,085	\$7,997	\$8,534	\$9,110

**THIS IS EXHIBIT “V”  
TO THE AFFIDAVIT OF ERIK AXELL  
SWORN BEFORE ME  
THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits



July 11, 2023

**By Email**

Fishman Flanz Meland Paquin s.e.n.c.r.l./LLP  
1250, boul. René-Lévesque Ouest, Bureau 4100  
Montreal, Quebec H3B 4W8

**Attention: Tina Silverstein**

Dear Sirs/Mesdames:

**Re: Canadian Recognition Proceedings of Paladin Labs Inc. ("Paladin") and Paladin Labs Canadian Holding Inc. ("Paladin Holdings")**

We are legal counsel to Paladin and Paladin Holdings (collectively, the "**Canadian Debtors**") in the proceedings (the "**Canadian Recognition Proceedings**") under Part IV of the *Companies' Creditors Arrangement Act* before the Ontario Superior Court of Justice (the "**CCAA Court**"). The cases of Endo International plc and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), under chapter 11 of Title 11 of the United States Code (the "**Chapter 11 Cases**") ongoing before the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") were recognized as a foreign main proceeding pursuant to the Initial Recognition Order of the CCAA Court dated August 19, 2022. Your firm was provided with notice of the commencement of the Canadian Recognition Proceedings and a copy of the Interim Order (Foreign Proceeding) of the CCAA Court by email from Paladin's litigation counsel on August 23, 2022.

We are writing with respect to the letter dated June 30, 2023 (the "**June 30 Letter**") that your firm sent to counsel to the information officer in the Canadian Recognition Proceedings. Capitalized terms used and not defined in this letter have the meanings given to them in the affidavit of Daniel Vas sworn April 18, 2023 (the "**Vas Affidavit**") filed in the Canadian Recognition Proceedings, which we understand you have reviewed.

We have provided a copy of the June 30 Letter to Skadden, Arps, Slate, Meagher & Flom LLP ("**Skadden**"), who are counsel to the Debtors in the Chapter 11 Cases. We understand that Skadden has provided a copy of the June 30 Letter to respective counsel to the Official Committee of Opioid Claimants (the "**OCC**") and the Official Committee of Unsecured Creditors (the "**UCC**"), as you requested in the June 30 Letter.

The OCC was appointed by the U.S. Trustee on September 2, 2022 as the fiduciary of all holders of present claims (wherever they may be located) arising from alleged harm suffered due to the

Debtors' opioid products and practices. The OCC is therefore a fiduciary for, among others, Canadian private opioid claimants with present claims against Paladin relating to its opioid products and practices ("**Individual Canadian Opioid Claimants**"). Your assertion that Individual Canadian Opioid Claimants are not being represented nor protected in the process is unfounded. We would therefore oppose any motion to appoint your firm as representative counsel for Individual Canadian Opioid Claimants on the basis that such appointment would be unnecessary and duplicative and would impose unwarranted costs on the Debtors' estates. Since the OCC has already been appointed in the foreign main proceeding to represent the interests of all present opioid claimants, any representative counsel motion would need to proceed at first instance before the Bankruptcy Court.

The OCC has negotiated a substantial recovery for present private opioid claimants ("**PPOCs**"), including Individual Canadian Opioid Claimants, as part of a resolution reached with Tensor Limited, the stalking horse bidder and proposed purchaser of substantially all of the assets of the Debtors (the "**Buyer**"). Pursuant to the terms of the OCC Resolution Term Sheet attached to the stipulation setting forth this agreement (the "**Resolution Stipulation**"), the Buyer has agreed to establish the PPOC Trust and fund it with cash consideration in the aggregate amount of US\$119.2 million for the benefit of Participating PPOCs. Under the terms of the OCC Resolution Term Sheet and the PPOC Trust Agreement and related documents recently filed in the Chapter 11 Cases, the holder of a private opioid claim against Paladin is entitled to receive consideration from the PPOC Trust or applicable sub-trust as a Participating PPOC, subject to satisfying all eligibility requirements.

Accordingly, the OCC has already negotiated for a recovery for eligible Individual Canadian Opioid Claimants as part of the extensive mediation process conducted in the Chapter 11 Cases. Any attempt to re-open those negotiations at this late stage would constitute a collateral attack on the agreements of the parties reached in the mediation process and contained in the highly negotiated Resolution Stipulation. If you have any questions with respect to the PPOC Trust negotiated by the OCC for the benefit of PPOCs, we suggest you contact the OCC directly.

The fact that Participating PPOCs are even eligible to obtain a recovery from the PPOC Trust in the circumstances of this case is indicative of the efforts of the OCC to protect the interests of opioid claimants, including the Individual Canadian Opioid Claimants. The Debtors' value-maximizing sale and marketing process authorized pursuant to the Bidding Procedures Order did not result in the receipt of any indication of interest for a bid that would have been sufficient to repay in full the US\$5.9 billion of the Debtors' Prepetition First Lien Indebtedness. As the proposed sale transaction with the Buyer (the "**Sale Transaction**") is structured as a credit bid of the Prepetition First Lien Indebtedness, there would be no recovery for subordinate creditors – including holders of the Debtors' Second Lien Notes in the principal amount of approximately US\$940.6 million – except as agreed to by the Buyer in connection with the Sale Transaction or under the trusts to be established by the Buyer for the benefit of unsecured creditors pursuant to the Resolution Stipulation. The unfortunate reality is that the Debtors are unable to repay in full their secured indebtedness and the value of the Debtors' business and assets does not support any



recovery for unsecured creditors – including Individual Canadian Opioid Claimants – except as the Buyer may otherwise agree to fund from its own resources.

The June 30 Letter also references certain concerns you have with respect to the guarantees given by Paladin in connection with the Debtors' secured indebtedness. The guarantees and security granted by the Canadian Debtors are described in detail in the affidavit of Daniel Vas dated August 17, 2022 filed in connection with the commencement of the Canadian Recognition Proceedings. The secured financing transactions undertaken by the Endo Group were conditional on the lenders obtaining certain guarantees and security, including the guarantees and security granted by the Canadian Debtors. The Canadian Debtors granted such guarantees and security at the same time as the other obligors in the Endo Group, concurrently with the completion of the financing transactions. The security interests granted by the Canadian Debtors to secure the payment of the Prepetition First Lien Indebtedness were granted in April 2017 (more than five years before the Chapter 11 Cases); the security interests granted by the Canadian Debtors to secure the payment of the Second Lien Notes were granted in June 2020 (more than two years before the Chapter 11 Cases). This is not a situation in which the Canadian Debtors granted security on the eve of an insolvency filing to secure funding that had already been advanced.

We also note that, pursuant to the Cash Collateral Order, the OCC and the UCC extensively investigated the validity and enforceability of the security interests and liens granted by the Prepetition Secured Parties (which includes the Canadian Debtors). The Committees have not pursued any actions with respect to the secured guarantees granted by the Canadian Debtors. Indeed, the OCC has agreed to abstain from the prosecution of any lien or similar challenge as a condition to the resolutions reached with the Buyer that would provide value to present opioid claimants, including your clients. If the Sale Transaction is not consummated, the OCC would no longer be bound by such abstention agreement.

If you have further questions with respect to matters pertaining to the OCC, counsel to the OCC in the Chapter 11 Cases has offered to make themselves available. To that end, you can contact Arik Preis of Akin Gump Strauss Hauer & Feld LLP at [apreis@akingump.com](mailto:apreis@akingump.com) or 212-872-7418.

We trust this is satisfactory to address your concerns.

Kind regards,

**Goodmans LLP**

Robert J. Chadwick

cc: Bradley Wiffen (Goodmans LLP)  
Sean Zweig and Joshua Foster (Bennett Jones LLP)

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 November 27, 2023)**

**GOODMANS LLP**

Barristers & Solicitors  
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