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

APPLICATION RECORD

(Application for Interim Order, Initial Recognition Order and Supplemental Order)
(Returnable August 17, 2022)

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Applicant

NOTICE OF APPLICATION
(Returnable August 17, 2022)

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant, Paladin Labs Inc. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on August 17, 2022, at 8:30 a.m. ET:

☐ In person

☐ By telephone conference

☒ By video conference

THIS APPLICATION will be made to a judge presiding over the Commercial List by Zoom videoconference due to the COVID-19 crisis. Videoconference details to attend the judicial videoconference are attached as Schedule "A" hereto. Kindly email Nargis Fazli at nfazli@goodmans.ca and identify your name, email address, phone number, and the party who you act for if you intend to appear at the videoconference.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date August ___, 2022 Issued by _____
Local Registrar

Address of court office: 330 University Avenue
Toronto, Ontario M5G 1E6

APPLICATION

1. The applicant, Paladin Labs Inc. ("**Paladin**"), brings this application as the proposed foreign representative of itself and Paladin Labs Canadian Holding Inc. ("**Holdings**", and together with Paladin, the "**Canadian Debtors**") for the following relief, substantially in the form of the draft Orders included in the Application Record, 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 ("**Endo Parent**") 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;

(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 the 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; and

(d) such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE APPLICATION ARE:

2. Capitalized terms used and not defined herein have the meanings given to them in the Affidavit of Daniel Vas sworn August 17, 2022 (the "**Vas Affidavit**").

The Chapter 11 Cases

3. On August 16, 2022 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, resulting in an automatic stay of proceedings.

4. The Debtors have filed "First Day Motions" seeking various relief from the Bankruptcy Court, including 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 purposes of these Part IV recognition proceedings (the "**Foreign Representative Order**").

5. A hearing (the "**First Day Hearing**") in respect of the First Day Motions 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.

6. Other than the Chapter 11 Cases, no other foreign proceeding (as defined in subsection 45(1) of the CCAA) in respect of the Canadian Debtors has been commenced.

The Company and the Canadian Debtors

7. 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 Parent, the ultimate parent company in Endo's global enterprise, is an Irish publicly-traded company headquartered in Dublin, Ireland. Endo Parent trades on NASDAQ under the ticker "ENDP".

8. While Endo's global headquarters is in Ireland, the majority of its business is conducted in the United States. The vast majority of the Company's global workforce is based in the United States and Endo earned approximately 97% of its total 2021 consolidated revenue from customers in the United States. Endo's senior leadership team located in the United States

exercises overarching strategic management and control of the entire corporate group, including the Canadian Debtors.

9. Paladin is Endo's Canadian operating company. Paladin operates a specialty pharmaceutical business in Canada (the "**Canadian Business**") that is focused on the sale of branded pharmaceuticals to a range of Canadian customers, including wholesalers, hospitals and hospital buying groups, governmental entities, and pharmacies.

10. Holdings is a holding company that does not carry on business. Its principal asset is its ownership interest of all of the shares of Paladin.

11. Both Paladin and Holdings are incorporated pursuant to the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44.

Events Precipitating the Chapter 11 Cases

12. A confluence of factors has put downward pressure on the Company's financial performance and necessitated the initiation of the Chapter 11 Cases to facilitate a comprehensive solution of the Company's challenges.

13. The Company's recent financial performance has deteriorated significantly as a result of a precipitous drop in sales of Vasostrict – Endo's single largest product by revenue in 2021 – as a result of increased generic competition following an adverse lawsuit outcome in July 2021. The Company expects further declines in Vasostrict sales on a long-term basis.

14. The Company's highly-leveraged capital structure has become unsustainable as a result of its declining financial performance. As of the Petition Date, the Company had funded debt

obligations in the aggregate principal amount of approximately US$8.15 billion, with aggregate cash interest expense of over US$550 million per year. The Canadian Debtors are guarantors of the Company's funded debt obligations. The Company's highly-leveraged capital structure has constrained its ability to support its operations and reinvest in its business.

15. Endo is also under significant financial pressure due to the litigation overhang on the Company from thousands of lawsuits initiated in various state and federal courts across the United States and in other foreign jurisdictions relating to the marketing and sale of prescription opioids and other matters. In Canada, Paladin and certain of its affiliates are named defendants in various uncertified class action proceedings initiated against a broad range of industry participants relating to the manufacturing, distribution and marketing of opioid products.

16. Over the last few years, the Company has engaged legal and financial advisors to explore various strategic alternatives, including pursuing an out-of-court settlement of the Opioid Lawsuits. The Company has also been discussing potential restructuring frameworks with the Ad Hoc First Lien Group and the Ad Hoc Cross-Holder Group.

17. As a result of these discussions and the Company's current financial circumstances, the Company determined to focus on a sale of its assets in the Chapter 11 Cases as the most viable path forward. The Company has entered into a restructuring support agreement with the Ad Hoc First Lien Group that contemplates a stalking horse bid by a company formed by the Ad Hoc First Lien Group (the "**Stalking Horse Bid**").

18. 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 that will facilitate a competitive marketing process for the Company's assets in the Chapter 11 Cases.

19. The Debtors believe that the Chapter 11 Cases are necessary to maximize value for stakeholders and ensure that Endo's business emerges as a strong and viable company.

The Interim Order is Necessary

20. If granted, the First Days Order, including the Foreign Representative Order, will not be available until after the First Day Hearing. Accordingly, Paladin is seeking the Interim Stay to preserve the normal course operation of the Canadian Business until the First Day Hearing before the Bankruptcy Court occurs and the balance of the relief sought on Paladin's application can be heard by this Court. The Interim Stay will give effect to the stay of proceedings in the Chapter 11 Cases and preserve the value of the Canadian Business.

21. In addition to a stay in favour of the Canadian Debtors, the proposed Interim Order and proposed Supplemental Order extends the stay of proceedings to the Canadian Litigation Defendants. The current Canadian Litigation Defendants are seven Debtors that are named defendants in the Canadian Litigation.

22. The requested stay in favour of the Canadian Litigation Defendants is necessary to 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 restructuring in the Chapter 11 Cases.

The Chapter 11 Cases are Foreign Main Proceedings

23. The Chapter 11 Cases commenced by the Debtors under chapter 11 of the Bankruptcy Code constitute a "foreign proceeding" pursuant to subsection 45(1) of the CCAA.

24. The Canadian Debtors are integrated members of the broader Endo corporate group that is centrally managed from an overall strategic and financial perspective by the Company's senior leadership located in the United States.

25. Accordingly, the centre of main interests of each of the Canadian Debtors is the United States and the Chapter 11 Cases are a "foreign main proceeding" in respect of the Canadian Debtors pursuant to subsection 47(2) of the CCAA.

A Stay of Proceedings is Required and Appropriate

26. Where this Court recognizes a foreign proceeding, it has the jurisdiction to make any order that it considers appropriate for the protection of the debtor company's property or the interests of its creditors, including the granting of a stay of proceedings in Canada.

27. A stay of proceedings in respect of the Canadian Debtors and the Canadian Litigation Defendants is critical to allow Paladin to carry on the Canadian Business in the ordinary course and preserve the overall value of the Company while Endo pursues a comprehensive restructuring in the Chapter 11 Cases.

Recognition of the First Day Orders is Appropriate

28. At the First Day Hearing, the Debtors are seeking certain interim and final orders (the "**First Day Orders**") with respect to the administration of the Chapter 11 Cases and relief requested by the Debtors to enable the operation of the Company's business without disruption. Paladin is seeking recognition of certain First Day Orders, if granted, pursuant to the proposed Supplemental Order.

29. The recognition of the First Day Orders in Canada pursuant to this Court's authority under section 49 of the CCAA is necessary to achieve coordination with the Chapter 11 Cases and to enable the continued operation of the Canadian Business without disrupton.

The Appointment of an Information Officer is Appropriate

30. KSV is a licensed insolvency trustee and is well-known for its expertise in restructuring matters, including cross-border restructuring matters and Part IV recognition proceedings.

31. KSV has consented to act as the Information Officer and will assist the Court and Canadian stakeholders of the Canadian Debtors.

The Administration Charge is Appropriate

32. The proposed Supplemental Order grants Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer an administration charge with respect to their fees and disbursements 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.

33. The Administration Charge is proposed to rank in priority to all other encumbrances in respect of the Canadian Debtors.

34. 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.

General

35. CCAA, including Part IV.

36. *Courts of Justice Act*, RSO 1990, c C.43, including section 106.

37. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED at the hearing of the application:

38. The Vas Affidavit.

39. Affidavits of Nargis Fazli of Goodmans LLP, to be filed.

40. The consent of KSV to act as Information Officer.

41. Such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: August 17, 2022

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Lawyers for the Applicant

SCHEDULE "A"

ZOOM VIDEOCONFERENCE DETAILS

Join Zoom Meeting
https://ca01web.zoom.us/j/63542046762?pwd=MmRTczVjYTlvenJNeitTb1pYdDJ5dz09

Meeting ID: 635 4204 6762
Passcode: 884837
One tap mobile
+15873281099,,63542046762#,,,,*884837# Canada
+16132093054,,63542046762#,,,,*884837# Canada

Dial by your location
- +1 587 328 1099 Canada
- +1 613 209 3054 Canada
- +1 647 374 4685 Canada
- +1 647 558 0588 Canada
- +1 778 907 2071 Canada
- +1 204 272 7920 Canada
- +1 438 809 7799 Canada
- 833 955 1088 Canada Toll-free
- 855 703 8985 Canada Toll-free

Meeting ID: 635 4204 6762
Passcode: 884837
Find your local number: https://ca01web.zoom.us/u/gdUYShcYKk

Join by SIP
63542046762@zmca.us

Join by H.323
69.174.57.160 (Canada Toronto)
65.39.152.160 (Canada Vancouver)
Meeting ID: 635 4204 6762
Passcode: 884837

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

NOTICE OF APPLICATION
Returnable August 17, 2022

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AFFIDAVIT OF DANIEL VAS
(Sworn August 17, 2022)

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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. ("**Holding**s" 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;

(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[1]	$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
		Total:	**$8,147.8**

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**");

[1] 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 Vasostrict, which accounted for approximately 30% of the Company's 2021 revenue.

87. The drop in Vasostrict 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 Vasostrict 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 Vasostrict.

89. Consequently, the revenue from Vasostrict declined significantly. For the first half of this year, Vasostrict revenue declined 55% year-over-year. In the second quarter of this year, Vasostrict revenue declined by nearly 82% year-over-year. On a long-term basis, the Company expects Vasostrict 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® and Opana® 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**").[2] 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**").

[2] 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:

Jurisdiction	Claim Filed	Proposed Representative Plaintiff	Endo Defendants
British Columbia	August 2018	Her Majesty the Queen in Right of the Province of British Columbia (the "**Province of British Columbia**") 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.

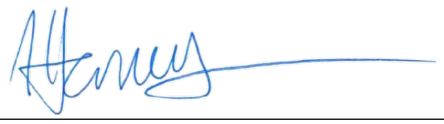
E. Administration Charge

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 17th 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.



Commissioner for Taking Affidavits
(or as may be)

Andrew Harmes
LSO#73221A

Daniel Vas

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF DANIEL VAS
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 17TH DAY OF AUGUST, 2022

Commissioner for Taking Affidavits

Government of Canada / Gouvernement du Canada

Canada.ca ➜ Innovation, Science and Economic Development Canada ➜ Corporations Canada ➜ Search for a Federal Corporation

Federal Corporation Information - 928271-8

⚠ Beware of scams and other suspicious activities. See Corporations Canada's alerts.

Note

This information is available to the public in accordance with legislation (see Public disclosure of corporate information).

Order copies of corporate documents

Corporation Number
928271-8

Business Number (BN)
100783950RC0006

Corporate Name
PALADIN LABS INC.

Status
Active

Governing Legislation
Canada Business Corporations Act - 2015-09-01

Order a Corporate Profile [View PDF Sample] [View HTML Sample].

Registered Office Address

100 BOUL. ALEXIS-NIHON
SUITE 600

74

MONTREAL QC H4M 2P2
Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1
Maximum 10

DANIEL VAS
107 Rue Racine
Pincourt QC J7W 8J6
Canada

LIVIO DI FRANCESCO
15 NELLIGAN
KIRKLAND QC H9J 3X1
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)
09-01

Date of Last Annual Meeting
2021-03-08

75

Annual Filing Period (MM-DD)
09-01 to 10-31

Type of Corporation
Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings
2022 - Not due
2021 - Filed
2020 - Filed

Corporate History

Corporate Name History

2015-09-01 to Present	PALADIN LABS INC.

Certificates and Filings

Certificate of Amalgamation
2015-09-01
Corporations amalgamated:

- 8369704 PALADIN LABS INC.
- 9122133 9122133 CANADA INC.

Order copies of corporate documents

Start New Search | Return to Search Results

Date Modified:
2022-07-06

Government of Canada / Gouvernement du Canada

Canada.ca ➜ Innovation, Science and Economic Development Canada ➜ Corporations Canada ➜ Search for a Federal Corporation

Federal Corporation Information - 774843-4

⚠ Beware of scams and other suspicious activities. See Corporations Canada's alerts.

Note

This information is available to the public in accordance with legislation (see Public disclosure of corporate information).

Order copies of corporate documents

Corporation Number
774843-4

Business Number (BN)
832046239RC0002

Corporate Name
PALADIN LABS CANADIAN HOLDING INC.
SOCIÉTÉ DE PORTEFEUILLE CANADIENNE LABORATOIRES PALADIN INC.

Status
Active

Governing Legislation
Canada Business Corporations Act - 2014-02-28

Order a Corporate Profile [View PDF Sample] [View HTML Sample].

Registered Office Address

100 ALEXIS-NIHON BLVD.
SUITE 600

77
SAINT-LAURENT QC H4M 2P2
Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1
Maximum 3

DANIEL VAS
107 Rue Racine
Pincourt QC J7W 8J6
Canada

LIVIO DI FRANCESCO
16 NELLIGAN STREET
KIRKLAND QC H9J 3X1
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)
02-28

Date of Last Annual Meeting
2022-03-08

78

Annual Filing Period (MM-DD)
02-28 to 04-29

Type of Corporation
Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings
2022 - Filed
2021 - Filed
2020 - Filed

Corporate History

Corporate Name History

2014-02-28 to Present	PALADIN LABS CANADIAN HOLDING INC.	2014-02-28 to Present	SOCIÉTÉ DE PORTEFEUILLE CANADIENNE LABORATOIRES PALADIN INC.

Certificates and Filings

Order copies of corporate documents

Start New Search | Return to Search Results

Date Modified:
2022-07-06

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF DANIEL VAS
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 17TH DAY OF AUGUST, 2022

Commissioner for Taking Affidavits

* All subsidiary companies 100% owned unless otherwise indicated by the footnote.
(1) Endo DAC owns 45% of Common Shares and 100% Non-Qualified Preferred Shares and Endo Ventures Cyprus Limited owns 55% Common Shares
(2) Endo Ventures Limited owns 98.99%
Endo Bermuda Ventures Limited owns 1.01%
(3) Unaffiliated Party (ARCA Biopharma, Inc.) owns a 35% Membership Interest
(4) Par, LLC owns 0.001%
(5) Par Pharmaceutical, Inc. owns 0.001%
(6) Par Biosciences Private Limited owns 0.001%
(7) Actient Pharmaceuticals LLC owns 95% Common Shares
Slate Pharmaceuticals, LLC owns 5% Common Shares and 100% of Preferred Shares

Effective 8-9-2022

Outstanding External Long-Term Debt (as of March 31, 2022)

Tranche	Principal Amount
$1B Revolving Credit Facility[1,2]	$277,200,000
Term Loan B Facility[1,3]	1,980,000,000
5.875% Senior Secured Notes due 2024[4]	300,000,000
7.50% Senior Secured Notes due 2027[4]	2,015,479,000
6.125% Senior Secured Notes due 2029[4]	1,295,000,000
Total 1L Debt	$5,867,679,000
9.50% Senior Secured Second Lien Notes due 2027[4]	940,590,000
Total Secured Debt	$6,808,269,000
5.375% Senior Notes due 2023[4]	6,127,000
6.000% Senior Notes due 2023[4]	56,436,000
6.00% Senior Notes due 2025[4]	21,578,000
6.00% Senior Notes due 2028[4]	1,260,416,000
Total Unsecured Debt	$1,344,557,000
Total Debt	$8,152,826,000

[1] Collectively referred to herein as the "Credit Agreement."

[2] Borrowings under the Revolving Credit Facility bear interest, at the borrower's election, at a rate equal to (i) an applicable margin between 1.50% and 3.00% plus LIBOR or (ii) an applicable margin between 0.50% and 2.00% plus the Alternate Base Rate.

[3] Borrowings under the Term Loan Facility bear interest, at the borrower's election, at a rate equal to (i) 4.25% plus LIBOR, subject to a LIBOR floor of 0.75%, or (ii) 3.75% plus the Alternate Base Rate, subject to an Alternate Base Rate floor of 1.75%.

[4] Referred to herein as the "HY Bonds."

Debt
- HY Bond Issuer & Credit Agreement Guarantor
- Credit Agreement Borrower & HY Bond Guarantor
- Both Credit Agreement Guarantor & HY Bonds Guarantor
- Non-Guarantor Restricted Subsidiaries under Credit Agreement & HY Bonds

International Business

Branded Business

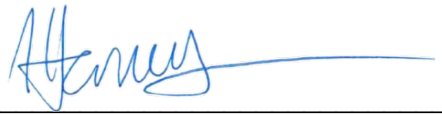
Generics Business

"Upstairs"

"Downstairs"

ENDO INTERNATIONAL PLC (NASDAQ: ENDP) Domicile: Ireland
Endo DAC (Ireland)
Endo Finance IV Unlimited Company (Ireland)
Endo Management Limited (Ireland)
Endo Procurement Operations Limited (Ireland)
Endo Global Development Limited (Ireland)
Endo TopFin Limited (Ireland)
Endo Ventures Aesthetics Limited (Ireland)
Endo Ventures Limited (Ireland)
Endo Ventures Cyprus Limited (Cyprus)
Endo Luxembourg Holding Company S.a r.l.(1)(2)
Generics International Ventures Enterprises LLC (PA)
Endo Global Biologics Limited (Ireland)
Endo Global Aesthetics Limited (Ireland)
Endo Ventures Bermuda Limited
Endo Global Ventures(2) (Bermuda)
Endo Luxembourg Finance Company I S.a r.l.
Paladin Labs Canadian Holding Inc. (Canada)
Endo Global Finance LLC (DE)
Endo LLC (DE)
Endo Finco Inc. (DE)
Endo Ireland Finance II Limited
Par Pharmaceutical Holdings, Inc. (DE)
Paladin Labs Inc. (Canada)
Endo Finance Operations LLC (DE)
Endo U.S. Inc. (DE)
Endo Eurofin Unlimited Company (Ireland)
Endo Bermuda Finance Limited
Par Pharmaceutical Companies, Inc. (DE)
Luxembourg Endo Specialty Pharmaceuticals Holding I S.a r. l
Endo US Holdings Luxembourg I S.a r.l.
Endo Health Solutions Inc. (DE)
Hawk Acquisition Ireland Limited
Endo Luxembourg International Financing S.a r.l.
Endo Aesthetics LLC (DE)
Bermuda Acquisition Management Limited
Endo Generics Holdings, Inc. (DE)
Par Pharmaceutical 2, Inc. (DE)
Kali Laboratories 2, Inc. (DE)
Branded Operations Holdings, Inc (DE).
Endo Pharmaceuticals Inc. (DE)
Endo Pharmaceuticals Solutions Inc. (DE)
Generics International (US) 2, Inc.(DE)
Endo Pharmaceuticals Finance LLC(DE)
Astora Women's Health Ireland Limited
Astora Women's Health, LLC (DE)
Auxilium Pharmaceuticals, LLC (DE)
Endo Pharmaceuticals Valera Inc. (DE)
Auxilium US Holdings, LLC (DE)
Auxilium International Holdings, LLC (DE)
Actient Pharmaceuticals LLC (DE)
Astora Women's Health Bermuda ULC
Astora Women's Health Technologies (Ireland)
Endo Innovation Valera, LLC (NY)
CPEC LLC (3) (DE)
Slate Pharmaceuticals, LLC (DE)
70 Maple Avenue, LLC (DE)
Timm Medical Holdings, LLC (DE)
Actient Therapeutics, LLC(7) (DE)
Par Pharmaceutical, Inc. (NY)
BioSpecifics Technologies LLC (DE)
Par Laboratories Europe, Ltd. (England and Wales)
Innoteq, Inc. (DE)
Endo Finance LLC (DE)
Generics International (US), Inc. (NY)
Kali Laboratories, LLC (NJ)
Endo Par Innovation Company, LLC (DE)
Par, LLC (DE)
Par Formulations Private Limited(4) (India)
Anchen Incorporated (NY)
JHP Group Holdings, LLC (DE)
Moores Mill Properties L.L.C. (DE)
Vintage Pharmaceuticals, LLC (DE)
DAVA Pharmaceuticals, LLC (DE)
Par Biosciences Private Limited(6) (India)
Anchen Pharmaceuticals, Inc. (DE)
JHP Acquisition, LLC (DE)
Par Active Technologies Private Limited(6) (India)
Generics Bidco I, LLC (DE)
Quartz Specialty Pharmaceuticals, LLC (DE)
DAVA International, LLC (DE)
Par Sterile Products, LLC (DE)
50%
50%

THIS IS EXHIBIT "C"
TO THE AFFIDAVIT OF DANIEL VAS
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 17TH DAY OF AUGUST, 2022



Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of New York

(State)

Case number (*if known*): Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name

Paladin Labs Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

9122133 Canada Inc.
Labopharm, Inc.

3. Debtor's federal Employer Identification Number (EIN)

98-1181410

4. Debtor's address

Principal place of business

100 Alexis Nihon Suite 600
Number Street

St.-Laurent, Quebec Canada 0
City State ZIP Code

County

Mailing address, if different from principal place of business

1400 Atwater Drive
Number Street

P.O. Box

Malvern PA 19355
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL)

www.endo.com

Debtor Paladin Labs Inc. Case number (*if known*)
Name

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

7. Describe debtor's business

A. *Check one:*

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. *Check all that apply:*

☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes.

3254

8. Under which chapter of the Bankruptcy Code is the debtor filing?

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Check one:

☐ Chapter 7
☐ Chapter 9
☒ Chapter 11. *Check **all** that apply*:

☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ A plan is being filed with this petition.
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

☒ No
☐ Yes

District _____ When _____ (MM / DD / YYYY) Case number _____

District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor Paladin Labs Inc. Case number (*if known*)
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No

☒ Yes

Debtor See Annex 1 Relationship Affiliate
District Southern District of New York When Date hereof
MM / DD / YYYY
Case Number, if known

11. Why is the case filed in *this district*?

Check all that apply:

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if. needed

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other

Where is the property?

Number Street

City State Zip Code

Is the property insured?

☐ No

☐ Yes Insurance agency

Contact name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☒ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☒ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor Paladin Labs Inc. Case number (*if known*)
Name

15. Estimated assets

☐ $0-$50,000	☐ $1,000,001-$10 million	☐ $500,000,001-$1 billion
☐ $50,001-$100,000	☐ $10,000,001-$50 million	☒ $1,000,000,001-$10 billion
☐ $100,001-$500,000	☐ $50,000,001-$100 million	☐ $10,000,000,001-$50 billion
☐ $500,001-$1 million	☐ $100,000,001-$500 million	☐ More than $50 billion

16. Estimated liabilities

☐ $0-$50,000	☐ $1,000,001-$10 million	☐ $500,000,001-$1 billion
☐ $50,001-$100,000	☐ $10,000,001-$50 million	☒ $1,000,000,001-$10 billion
☐ $100,001-$500,000	☐ $50,000,001-$100 million	☐ $10,000,000,001-$50 billion
☐ $500,001-$1 million	☐ $100,000,001-$500 million	☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
I have been authorized to file this petition on behalf of the debtor.
I have examined the information in this petition 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 08/16/2022
MM / DD / YYYY

✕ */s/ Mark T. Bradley* Mark T. Bradley
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

✕ */s/ Paul D. Leake* Date 08/16/2022
Signature of attorney for debtor MM / DD / YYYY

Paul D. Leake
Printed name

Skadden, Arps, Slate, Meagher & Flom LLP
Firm name

One Manhattan West
Number Street

New York New York 10001-8602
City State ZIP code

(212) 735-3000 paul.leake@skadden.com
Contact phone Email address

2313286 New York
Bar number State

ANNEX 1 – AFFILIATED DEBTORS

The following list identifies all of the affiliated entities, including the Debtor filing this petition, that have filed voluntary petitions for relief in this Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended, substantially contemporaneously with the filing of this petition.

	DEBTOR'S NAME	DEBTOR'S EIN
1.	Par Pharmaceutical, Inc.	22-2228342
2.	Actient Pharmaceuticals LLC	27-2717232
3.	70 Maple Avenue, LLC	90-0951491
4.	Endo International plc	68-0683755
5.	Anchen Incorporated	20-2008760
6.	Generics International (US), Inc.	26-1166489
7.	Anchen Pharmaceuticals, Inc.	68-0519179
8.	DAVA Pharmaceuticals, LLC	20-1207354
9.	Endo Par Innovation Company, LLC	81-1532435
10.	Generics Bidco I, LLC	26-1166905
11.	Innoteq, Inc.	26-3273381
12.	JHP Acquisition, LLC	36-4747861
13.	JHP Group Holdings, LLC	37-1707688
14.	Kali Laboratories, LLC	22-3494898
15.	Moores Mill Properties L.L.C.	26-1309523
16.	Par Pharmaceutical Companies, Inc.	81-3078301
17.	Par Pharmaceutical Holdings, Inc.	77-0723135
18.	Par Sterile Products, LLC	26-0220105
19.	Par, LLC	20-0011286
20.	Quartz Specialty Pharmaceuticals, LLC	63-1255368
21.	Vintage Pharmaceuticals, LLC	63-1257882
22.	Actient Therapeutics LLC	45-4102019
23.	Astora Women's Health Ireland Limited	52-2035829
24.	Astora Women's Health, LLC	47-3330427
25.	Auxilium International Holdings, LLC	26-1629643
26.	Auxilium Pharmaceuticals, LLC	23-3016883
27.	Auxilium US Holdings, LLC	26-1628967
28.	Bermuda Acquisition Management Limited	N/A

	DEBTOR'S NAME	DEBTOR'S EIN
29.	BioSpecifics Technologies LLC	11-3054851
30.	Branded Operations Holdings, Inc.	85-3936945
31.	DAVA International, LLC	34-1969945
32.	Endo Aesthetics LLC	84-3630218
33.	Endo Bermuda Finance Limited	98-1254093
34.	Endo Designated Activity Company	98-1147135
35.	Endo Eurofin Unlimited Company	98-1522009
36.	Endo Finance IV Unlimited Company	98-1262779
37.	Endo Finance LLC	46-4766481
38.	Endo Finance Operations LLC	82-1446355
39.	Endo Finco Inc.	46-4765794
40.	Endo Generics Holdings, Inc.	46-0634834
41.	Endo Global Aesthetics Limited	98-1462898
42.	Endo Global Biologics Limited	98-1462735
43.	Endo Global Development Limited	98-1494785
44.	Endo Global Finance LLC	38-4007754
45.	Endo Global Ventures	98-1224244
46.	Endo Health Solutions Inc.	13-4022871
47.	Endo Innovation Valera, LLC	83-0973622
48.	Endo Ireland Finance II Limited	98-1300535
49.	Endo LLC	46-4266640
50.	Endo Luxembourg Finance Company I S.à r.l.	98-1143863
51.	Endo Luxembourg Holding Company S.à r.l.	98-1147168
52.	Endo Luxembourg International Financing S.à r.l.	98-1402905
53.	Endo Management Limited	98-1154866
54.	Endo Pharmaceuticals Finance LLC	82-1445768
55.	Endo Pharmaceuticals Inc.	52-2035829
56.	Endo Pharmaceuticals Solutions Inc.	04-3047911
57.	Endo Pharmaceuticals Valera Inc.	13-4119931
58.	Endo Procurement Operations Limited	98-1477840
59.	Endo TopFin Limited	98-1248086
60.	Endo U.S. Inc.	46-4710786
61.	Endo US Holdings Luxembourg I S.à r.l.	98-1247910
62.	Endo Ventures Aesthetics Limited	98-1529967

	DEBTOR'S NAME	DEBTOR'S EIN
63.	Endo Ventures Bermuda Limited	98-1160688
64.	Endo Ventures Cyprus Limited	98-1231544
65.	Endo Ventures Limited	98-1156029
66.	Generics International (US) 2, Inc.	30-0945075
67.	Generics International Ventures Enterprises LLC	83-1584685
68.	Hawk Acquisition Ireland Limited	98-1244776
69.	Kali Laboratories 2, Inc.	61-1796751
70.	Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.	98-1300601
71.	Paladin Labs Canadian Holding Inc.	N/A
72.	Paladin Labs Inc.	98-1181410
73.	Par Laboratories Europe, Ltd.	98-1319597
74.	Par Pharmaceutical 2, Inc.	30-0944895
75.	Slate Pharmaceuticals, LLC	26-0456201
76.	Timm Medical Holdings, LLC	27-0468744

COMPANY NUMBER: 8369704

PALADIN LABS INC.

A company incorporated under the *Canada Business Corporations Act* (the "Company" and together with its direct and indirect parents, subsidiaries and affiliates, the "Group")

UNANIMOUS WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY

DATED 15 AUGUST 2022

WHEREAS, the Board of Directors (the "Board") of Paladin Labs Inc., a corporation pursuant to the *Canada Business Corporations Act* (the "Company"), has considered presentations by the management of, and the financial and legal advisors to, the Group regarding the liabilities and liquidity situation of the Company and the Group, the strategic alternatives available to them, and the effect of the foregoing on the business, creditors, stakeholders, and other parties-in-interest of the Company and the Group;

WHEREAS, the Board has had the opportunity to consult with the Company's and the Group's management, and financial and legal advisors and other professionals, and fully consider each of the strategic alternatives available to the Company and the Group;

WHEREAS, based on its review of all available alternatives and advice provided by such advisors and professionals, the Board has determined that it is in the best interest of the Company and its stakeholders for the Company to take the actions specified in the following resolutions;

Restructuring and Chapter 11 Case

WHEREAS, The Board understands that Endo International plc ("Endo") and certain of its subsidiaries and affiliates (collectively, "Group") have negotiated the terms of a restructuring of the Group's business (the "Restructuring") with a group of the Company's senior secured lenders (the "1L Group"), and is preparing to file petitions seeking relief under the provisions of chapter 11 of the Bankruptcy Code (as defined below) in order to implement the Restructuring through a Bankruptcy Court approved sale process, and has proposed that all subsidiaries in the Group proceed to file petitions with the intention that its subsidiaries' chapter 11 cases be jointly administered with Endo's chapter 11 case;

WHEREAS, the Board has been presented with a proposed Restructuring Support Agreement (the "RSA") by and among each of the members of the Group including the Company, and the 1L Group, each as defined therein, on or in advance of the date hereof; for the avoidance of doubt, the RSA includes the Restructuring Term Sheet (as defined therein) and each other exhibit thereto, all substantially in the forms and on the terms presented to the Board.

WHEREAS, the Board has been presented with a proposed petition to be filed by the Company in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") seeking relief under the provisions of chapter 11 of title 11 of the United

States Code (the "Bankruptcy Code"), in which the authority to operate as a debtor-in-possession will be sought (the "Petition");

WHEREAS, the Board, having considered the Company's current circumstances and the best course of action to preserve and maximize value, deems it advisable and in the best interests of the Company and its stakeholders that a petition be filed by the Company seeking relief under the provisions of chapter 11 of the Bankruptcy Code;

WHEREAS, in connection with the filing of the Petition, the Company intends to commence recognition proceedings in Canada and in any other jurisdiction that an Authorized Officer (as defined below) determines would benefit the Company for its chapter 11 case to be recognized; and

WHEREAS, for purposes of filing recognition proceedings a foreign representative must be appointed for the Company.

NOW, THEREFORE, BE IT

Restructuring Support Agreement

RESOLVED, that the Board has determined it is desirable and in the best interests of the Company, its subsidiaries, and its and their respective creditors, stakeholders, and other parties-in-interest, that the Company pursue implementation of the Restructuring and shall be, and hereby is, authorized to enter into the RSA with such changes, additions, and modifications thereto as each Director and officer of the Company and the Chief Financial Officer of Endo International plc (each, an "Authorized Officer") executing the same shall approve, such approval to be conclusively evidenced by an Authorized Officer's execution and delivery thereof; and

RESOLVED, that the Authorized Officers are empowered, authorized and directed, with full power of delegation, on behalf of the Company, to cause the Company to negotiate, execute, and deliver the RSA and any related documents contemplated thereby, in such form and with such changes or amendments as any one or more such Authorized Officers shall approve as necessary or desirable.

Chapter 11 Case

RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company and its stakeholders that a voluntary petition be filed by the Company seeking relief under the provisions of chapter 11 of the Bankruptcy Code, and the filing of such petition is authorized hereby;

WHEREAS the Board understands that Endo International plc and certain of its subsidiaries and affiliates have resolved to file petitions seeking relief under the provisions of chapter 11 of the Bankruptcy Code and has proposed that all subsidiaries in the Group proceed to file petitions with the intention that its subsidiaries' chapter 11 cases be jointly administered with Endo International plc's chapter 11 case;

RESOLVED, that each Authorized Officer, is hereby authorized and empowered, on behalf of and in the name of the Company, to execute and verify a petition in the name of the Company under chapter 11 of the Bankruptcy Code and to cause the said petition to be filed in the Bankruptcy Court in such form and at such time as the Authorized Officer(s) executing said petition on behalf of the Company shall determine; and be it further

Recognition of Chapter 11 Case

RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company and its stakeholders, that recognition proceedings be filed by or on behalf of the Company seeking recognition of the Company's chapter 11 case in Canada and in any other jurisdiction authorized by an Authorized Officer, and the filing of such applications are authorized hereby; and be it further

RESOLVED, that, subject to approval of the Bankruptcy Court, Paladin Labs Inc. is hereby appointed as the foreign representative of the Company to appear in connection with the recognition proceedings in Canada; and be it further

RESOLVED, that, subject to such approvals of the Bankruptcy Court as may be necessary, the Authorized Officers of the Company be, and each of them is, authorized and empowered, on behalf of and in the name of the Company to appoint an individual or entity as its foreign representative to appear in connection with recognition proceedings filed on its behalf in any other jurisdiction; and be it further

Retention of Professionals

RESOLVED, that the Authorized Officers of the Company be, and each of them is, authorized and empowered, on behalf of and in the name of the Company, to retain and employ professionals to render services to the Company in connection with the chapter 11 case and the actions contemplated by the foregoing resolutions, including, without limitation, the law firm Skadden, Arps, Slate, Meagher & Flom LLP, to act as chapter 11 counsel; Goodmans LLP to act as Canadian restructuring counsel; Alvarez & Marsal Holdings, LLC, to act as financial advisor; PJT Partners L.P. to act as investment banker; and Kroll, LLC to act as claims and noticing agent and administrative advisor; and in connection herewith each Authorized Officer is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of the foregoing; and be it further

General Authority to Implement Resolutions

RESOLVED, that the Authorized Officers of the Company be, and each of them hereby is, authorized and empowered, on behalf of and in the name of the Company, to execute, deliver, perform, verify or file, or cause to be executed, delivered, performed, verified or filed (or direct others to do so on their behalf as provided herein) all necessary documents, including, without limitation, all petitions, affidavits, statements, schedules, motions, lists, applications, motions, pleadings, documents, other papers, security documents, guarantees, reaffirmations, control agreements, waivers of or amendments to existing documents, and to negotiate the forms, terms and provisions of, and to execute and deliver any amendments, modifications, waivers or

consents to any of the foregoing as may be approved by any Authorized Officer, which amendments, modifications, waivers or consents may provide for consent payments, fees or other amounts payable or other modifications of or relief under such agreements or documents, the purpose of such amendments, modifications, waivers or consents being to facilitate consummation of the actions contemplated by the foregoing resolutions or for any other purpose, and, in connection with the foregoing, to employ and retain all assistance by legal counsel, investment bankers, accountants, restructuring professionals or other professionals, and to take any and all action which such Authorized Officer deems necessary or proper in connection with the chapter 11 case and the recognition proceedings in Canada and any other applicable jurisdiction, with a view to the successful prosecution of the chapter 11 case and recognition proceedings contemplated by the foregoing resolutions and the successful consummation of the actions contemplated by the foregoing resolutions, including, without limitation, any action necessary or proper to maintain the ordinary course operation of the Company's business; and be it further

RESOLVED, that the Authorized Officers of the Company be, and each of them hereby is, authorized to execute, deliver and perform any and all special powers of attorney as such Authorized Officer may deem necessary or desirable to facilitate consummation of the actions contemplated by the foregoing resolutions, including entry in the RSA and the Restructuring, pursuant to which such Authorized Officer will make certain appointments of attorneys to facilitate consummation of the actions contemplated by the foregoing resolutions as the Company's true and lawful attorneys and authorize each such attorney to execute and deliver any and all documents of whatsoever nature and description that may be necessary or desirable to facilitate consummation of the actions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all acts lawfully done or actions lawfully taken by any Authorized Officer to seek relief on behalf of the Company under chapter 11 of the Bankruptcy Code, or in connection with the chapter 11 case and the recognition proceedings in Canada and any other applicable jurisdiction, or any matter related thereto, be, and hereby are, adopted, ratified, confirmed, and approved in all respects as the acts and deeds of the Company in all respects by the Board of the Company; and be it further

RESOLVED, that all acts lawfully done or actions lawfully taken by any Authorized Officer, or by any employees or agents of the Company, on or before the date hereof in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, ratified, confirmed and approved in all respects by the Board of the Company; and be it further

RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, instruments, filings or other documents described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, instruments, filings or other documents described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, proper, advisable or appropriate to consummate, effectuate, carry out or further the actions contemplated by, and the intent and purposes of, the foregoing resolutions; and be it further

RESOLVED, that the authority conferred upon any Authorized Officer of the Company by this Action by Written Consent is in addition to, and shall in no way limit, such other

authority as such Authorized Officer may have with respect to the subject matter of the foregoing resolutions, and that the omission from this Action by Written Consent of any agreement or other arrangement contemplated by any of the agreements, instruments or documents described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, instruments or documents described in the foregoing resolutions shall in no manner derogate from the authority of any Authorized Officer to take any and all actions convenient, necessary, advisable or appropriate to consummate, effectuate, carry out, perform or further the actions contemplated by and the intents and purposes of the foregoing resolutions; and be it further

RESOLVED, that, pursuant to any applicable provisions of the Governing Documents of the Company, the Board hereby agrees in writing to continue the Company without dissolution, notwithstanding the bankruptcy of any parent company; and be it further

RESOLVED, the Board has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents and statutory and regulatory requirements pertaining to the Company, or hereby waive any right to have received such notice; and be it further

RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby are, authorized and empowered to take all actions or not to take any action in the name of the Company with respect to the actions contemplated by these resolutions hereunder as the sole shareholder of each subsidiary of the Company, in each case, as such Authorized Officers shall deem necessary proper, appropriate, desirable or advisable to effectuate the purposes of the actions contemplated herein; and be it further

RESOLVED, that this Action by Written Consent may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one or the same Action by Written Consent.

***

[*Signature Pages Follow*]

The foregoing resolutions may be executed in counterparts, but shall not be effective until each director has executed at least one counterpart. Each counterpart shall constitute an original of the foregoing resolutions, but the counterparts shall together constitute one and the same instrument.

By: DocuSigned by: Daniel Vas 03B5162F149F42D...
Name: Daniel Vas
Title: Director
Date: 15 August 2022

By:
Name: Livio Di Francesco
Title: Director
Date:

The foregoing resolutions may be executed in counterparts, but shall not be effective until each director has executed at least one counterpart. Each counterpart shall constitute an original of the foregoing resolutions, but the counterparts shall together constitute one and the same instrument.

By:
Name: Daniel Vas
Title: Director
Date:

By: DocuSigned by: Livio Di Francesco B271EDA747A74C5...
Name: Livio Di Francesco
Title: Director
Date: 15 August 2022

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

Proposed Counsel to Debtors and Debtors in Possession

In re	**Chapter 11**
ENDO INTERNATIONAL plc*, et al.*,	**Case No. [__]-[_____] ([___])**
Debtors.[1]	**(Joint Administration Pending)**

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY SECURITY HOLDERS PURSUANT TO FEDERAL RULES OF BANKRUPTCY PROCEDURE 1007 AND 7007.1

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure and Rule 1007-3 of the Local Bankruptcy Rules for the Southern District of New York, Endo International plc and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), respectfully represent:

1. Endo International plc is a publicly traded corporation. The Vanguard Group, Inc. owns 12.07%.[2] No other entities have a direct or indirect ownership interest of 10% or more in Endo International plc.

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

[2] As of August 8, 2022.

2. Endo International plc owns 100% of the equity interests in Endo Designated Activity Company.

3. Endo Designated Activity Company owns 100% of the equity interests in Endo Finance IV Unlimited Company.

4. Endo Finance IV Unlimited Company owns 100% of the equity interests in Endo Management Limited.

5. Endo Management Limited owns 100% of the equity interests in the following Debtors: Endo Procurement Operations Limited; Endo TopFin Limited; Endo Global Development Limited; and Endo Ventures Aesthetics Limited.

6. Endo TopFin Limited owns 100% of the equity interests in the following Debtors: Endo Ventures Limited and Endo Ventures Cyprus Limited.

7. Endo Ventures Limited owns 100% of the equity interests in the following Debtors: Endo Global Aesthetics Limited; Endo Global Biologics Limited; Generics International Ventures Enterprises LLC.

8. Endo Ventures Limited owns 98.99% of the equity interests in Endo Luxembourg Holding Company S.à r.l. and Endo Bermuda Ventures Limited owns 1.01% of the equity interests in Endo Luxembourg Holding Company S.à r.l.

9. Endo Ventures Cyprus Limited owns 55% of the common shares of Endo Global Ventures. Endo Designated Activity Company owns 45% of the common shares and 100% of the non-qualified preferred shares Endo Global Ventures.

10. Endo Ventures Cyprus Limited owns 100% of the equity interests in Endo Ventures Bermuda Limited.

11. Endo Luxembourg Holding Company S.à r.l. owns 100% of the equity interests in Endo Luxembourg Finance Company I S.à r.l.

12. Endo Luxembourg Finance Company I S.à r.l. owns 100% of the equity interests in the following Debtors: Par Pharmaceutical Holdings, Inc.; Endo Global Finance LLC; Paladin Labs Canadian Holding Inc.; Endo LLC; Endo Ireland Finance II Limited; and Endo Finco Inc.

13. Par Pharmaceutical Holdings, Inc. owns 100% of the equity interests in the following Debtors: Par Pharmaceutical Companies, Inc. and Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.

14. Endo Global Finance LLC owns 100% of the equity interests in Endo Finance Operations LLC.

15. Paladin Labs Canadian Holding Inc. owns 100% of the equity interests in Paladin Labs Inc.

16. Endo Ireland Finance II Limited owns 100% of the equity interests in the following Debtors: Endo Eurofin Unlimited Company and Endo Bermuda Finance Limited.

17. Endo Eurofin Unlimited Company owns 100% of the equity interests in Endo U.S. Inc.

18. Endo U.S. Inc. owns 100% of the equity interests in the following Debtors: Endo U.S. Holdings Luxembourg I S.à r.l. and Endo Health Solutions Inc.

19. Par Pharmaceutical Companies, Inc. owns 100% of the equity interests in Par Pharmaceutical, Inc.

20. Par Pharmaceutical, Inc. owns 100% of the equity interests in the following Debtors: BioSpecifics Technologies LLC; Par Laboratories Europe, Ltd.; Innoteq, Inc.; Endo

Finance LLC; Generics International (US), Inc.; Kali Laboratories, LLC; Endo Par Innovation Company, LLC; Par, LLC; non-Debtor Par Formulations Private Limited; Anchen Incorporated and JHP Group Holdings, LLC.

21. Generics International (US), Inc. owns 100% of the equity interests in the following Debtors: Moores Mill Properties L.L.C.; Vintage Pharmaceuticals, LLC, DAVA Pharmaceuticals, LLC ,and Generics Bidco I, LLC.

22. Anchen Incorporated owns 100% of the equity interests in Anchen Pharmaceuticals, Inc.

23. JHP Group Holdings, LLC owns 100% of the equity interests in JHP Acquisition, LLC.

24. Generics Bidco I, LLC owns 50% of the equity interests in Quartz Specialty Pharmaceuticals, LLC. Vintage Pharmaceuticals LLC also owns 50% of the equity interests.

25. DAVA Pharmaceuticals, LLC owns 100% of the equity interests in DAVA International, LLC.

26. JHP Acquisition, LLC owns 100% of the equity interests in Par Sterile Products, LLC.

27. Endo Health Solutions Inc. owns 100% of the equity interests in the following Debtors: Endo Aesthetics LLC; Hawk Acquisition Ireland Limited; Endo Luxembourg International Financing S.à r.l; and Bermuda Acquisition Management Limited.

28. Hawk Acquisition Ireland Limited owns 100% of the equity interests in Endo Generics Holdings, Inc.

29. Endo Generics Holdings, Inc. owns 100% of the equity interests in the following Debtors: Par Pharmaceutical 2, Inc. and Kali Laboratories 2, Inc.

30. Par Pharmaceutical 2, Inc. owns 100% of the equity interests in Endo Pharmaceuticals Inc. and Branded Operations Holdings, Inc.

31. Branded Operations Holdings, Inc. owns 100% of the equity interests in the following Debtors: Endo Pharmaceuticals Solutions Inc., Generics International (US) 2, Inc., and Endo Pharmaceuticals Finance LLC.

32. Endo Pharmaceuticals Inc. owns 100% of the equity interests in the following Debtors: Astora Women's Health, LLC and Astora Women's Health Ireland Limited.

33. Astora Women's Health, LLC owns 100% of the equity interests in non-Debtor Astora Women's Health Technologies.

34. Generics International (US) 2, Inc. owns 100% of the equity interests in Auxilium Pharmaceuticals, LLC.

35. Auxilium Pharmaceuticals, LLC owns 100% of the equity interests in the following Debtors: Auxilium US Holdings, LLC, Auxilium International Holdings, LLC, and Actient Pharmaceuticals LLC.

36. Actient Pharmaceuticals LLC owns 100% of the equity interests in the following Debtors: Slate Pharmaceuticals, LLC; 70 Maple Avenue, LLC; Timm Medical Holdings, LLC; and Actient Therapeutics, LLC.

37. Actient Pharmaceuticals LLC owns 95% of the common shares of Actient Therapeutics, LLC. Slate Pharmaceuticals, LLC owns 5% of the common shares and 100% of the preferred shares.

38. Endo Pharmaceuticals Solutions Inc. owns 100% of the equity interests in Endo Pharmaceuticals Valera Inc and 65% of the membership interests in non-Debtor CPEC LLC. An unaffiliated third party owns a 35% membership interest in CPEC LLC.

39. Endo Pharmaceuticals Valera Inc. owns 100% of the equity interests in Endo Innovation Valera, LLC.

Top Unsecured Creditors

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	WELLS FARGO BANK , NATIONAL ASSOCIATION - 6.00% SENIOR NOTES DUE 2028 AS INDENTURE TRUSTEE CORPORATE TRUST SERVICES—ADMINISTRATOR FOR ENDO 6.000 SENIOR NOTES DUE 2028 150 EAST 42ND STREET, 40TH FLOOR NEW YORK, NY 10017	ATTN: TINA GONZALEZ TITLE: VICE PRESIDENT PHONE: 617-574-6363 EMAIL: TINA.GONZALEZ@WELLSFARGO.COM	6.00% SENIOR NOTES DUE 2028				$ 1,269,399,075
2	AMERISOURCEBERGEN CORPORATION 9075 CENTRE POINT DRIVE SUITE 140 WEST CHESTER, OH 45069	ATTN: MELISSA RAND TITLE: SENIOR COUNSEL PHONE: 610-727-2734 EMAIL: MELISSA.RAND@AMERISOURCEBERGEN.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 200,612,057
3	MCKESSON CORPORATION 9954 MARYLAND DR STE 4000 HENRICO, VA 23233	ATTN: BEN CARLSEN TITLE: MANAGING LEAD COUNSEL PHONE: 404-461-4232 EMAIL: BEN.CARLSEN@MCKESSON.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 193,515,782
4	CARDINAL HEALTH 7000 CARDINAL PLACE DUBLIN, OH 43017	ATTN: DEBRA A. WILLET TITLE: VICE PRESIDENT & ASSOCIATE GENERAL COUNSEL PHONE: 614-757-3428 EMAIL: DEBRA.WILLET@CARDINALHEALTH.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 151,356,517
5	WELLS FARGO BANK , NATIONAL ASSOCIATION - 6.00% SENIOR NOTES DUE 2023 AS INDENTURE TRUSTEE CORPORATE TRUST SERVICES—ADMINISTRATOR FOR ENDO HEALTH SOLUTIONS INC. 150 EAST 42ND STREET, 40TH FLOOR NEW YORK, NY 10017	ATTN: TINA GONZALEZ TITLE: VICE PRESIDENT PHONE: 617-574-6363 EMAIL: TINA.GONZALEZ@WELLSFARGO.COM	6.00% SENIOR NOTES DUE 2023				$ 58,419,055
6	COMMISSIONER OF SOCIAL SERVICES DRUG REHAB PROGRAM PO BOX 2951 HARTFORD, CT 06104	ATTN: DR. KILOLO KIJAKAZI TITLE: ACTING COMMISIONER PHONE: 203-576-7416 EMAIL:	CUSTOMER BALANCES	UNLIQUIDATED			$ 22,977,562
7	WELLS FARGO BANK , NATIONAL ASSOCIATION - 6.00% SENIOR NOTES DUE 2025 AS INDENTURE TRUSTEE CORPORATE TRUST SERVICES—ADMINISTRATOR FOR ENDO HEALTH SOLUTIONS INC. 150 EAST 42ND STREET, 40TH FLOOR NEW YORK, NY 10017	ATTN: TINA GONZALEZ TITLE: VICE PRESIDENT PHONE: 617-574-6363 EMAIL: TINA.GONZALEZ@WELLSFARGO.COM	6.00% SENIOR NOTES DUE 2025				$ 22,275,410
8	CONNECTIVERX 200 JEFFERSON PARK WHIPPANY, NJ 07981	ATTN: JIM CORRIGAN TITLE: CHIEF EXECUTIVE OFFICER PHONE: 201-358-7200 EMAIL: JCORRIGAN@CONNECTIVERX.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 15,795,879
9	MORRIS AND DICKSON COMPANY LTD 410 KAY LANE SHREVEPORT, LA 71115	ATTN: JODY HATCHER TITLE: CHIEF EXECUTIVE OFFICER PHONE: 318-797-7900 EMAIL: JHATCHER@MORRISDICKSON.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 12,854,435
10	COLORADO HEALTH CARE POLICY 1570 GRANT STREET DENVER, CO 80203	ATTN: KIM BIMESTEFER TITLE: EXECUTIVE DIRECTOR PHONE: 303-866-4411 EMAIL: KIM.BIMESTEFER@STATE.CO.US	PAYOR REBATES	UNLIQUIDATED			$ 12,604,165
11	CVS/ PHARMACY, INC., ONE CVS DRIVE WOONSOCKET, RI 02895	ATTN: BRIAN E. WHALEN TITLE: SVP, PHARMACY TRADE & SUPPLY CHAIN PHONE: 401-770-4661 EMAIL: BRIAN.WHALEN@CVSHEALTH.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 12,540,335
12	NYS DEPARTMENT OF HEALTH EMPIRE STATE PLAZA ALBANY, NY 12237	ATTN: MARY T. BASSETT TITLE: COMMISSIONER PHONE: 518-402-7950 EMAIL: CMR@HEALTH.NY.GOV	PAYOR REBATES	UNLIQUIDATED			$ 9,006,690
13	OPTUM, INC. 11000 OPTUM CIRCLE EDEN PRAIRIE, MN 55344	ATTN: HEATHER CIANFROCCO TITLE: CHIEF EXECUTIVE OFFICER PHONE: 412-480-4104 EMAIL: HEATHER.CIANFROCCO@UHC.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 8,880,617
14	WELLS FARGO BANK , NATIONAL ASSOCIATION - 5.375% SENIOR NOTES DUE 2023 AS INDENTURE TRUSTEE CORPORATE TRUST SERVICES—ADMINISTRATOR FOR ENDO HEALTH SOLUTIONS INC. 150 EAST 42ND STREET, 40TH FLOOR NEW YORK, NY 10017	ATTN: TINA GONZALEZ TITLE: VICE PRESIDENT PHONE: 617-574-6363 EMAIL: TINA.GONZALEZ@WELLSFARGO.COM	5.375% SENIOR NOTES DUE 2023				$ 6,319,865
15	TPA 17 TECHNOLOGY CIRCLE COLUMBIA, SC 29203	ATTN: JOE JOHNSON TITLE: PRESIDENT AND CHIEF OPERATING OFFICER PHONE: 803-735-1034 EMAIL:	CUSTOMER BALANCES	UNLIQUIDATED			$ 6,133,385
16	CALIFORNIA DEPARTMENT OF HEALTH CARE 1500 CAPITOL AVE MS 7602 SACRAMENTO, CA 95814	ATTN: TOMAS J. ARAGON TITLE: DIRECTOR PHONE: 800-495-3232 EMAIL: TOMAS.ARAGON@SFDPH.ORG	PAYOR REBATES	UNLIQUIDATED			$ 6,082,026
17	MALLINCKRODT PHARMACEUTICALS 675 MCDONNELL BLVD HAZELWOOD, MO 63042	ATTN: MARK CASEY TITLE: EXECUTIVE VICE PRESIDENT AND CHIEF LEGAL OFFICER PHONE: 617-225-0078 EMAIL: MARK.CASEY@CYTYC.COM	PROFIT SHARING	UNLIQUIDATED			$ 5,787,813
18	MERCK SHARP AND DOHME INTERNATIONAL POSTBUS 581 HAARLEM, 2003 PC NETHERLAND	ATTN: CAROLINE LITCHFIELD TITLE: EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER PHONE: 908-359-0188 EMAIL: CAROLINE_LITCHFIELD@MERCK.COM	PROFIT SHARING / TRADE DEBT	UNLIQUIDATED			$ 4,166,712
19	PA DEPARTMENT OF HUMAN SERVICES 625 FORESTER STREET HARRISBURG, PA 17120	ATTN: MEG SNEAD TITLE: SECRETARY OF HUMAN SERVICES PHONE: 920-739-0884 EMAIL: COSTELLOMEG@GMAIL.COM	PAYOR REBATES	UNLIQUIDATED			$ 3,951,986

Top Unsecured Creditors

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
20	WALGREENS 200 WILMOT ROAD DEERFIELD, IL 60015	ATTN: LISA BADGLEY TITLE: SENIOR VICE PRESIDENT PHONE: 847-945-0611 EMAIL: LISA.BADGLEY@WALGREENS.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 3,093,085
21	UROGPO LLC 600 SUPERIOR AVENUE EAST STE 1500 CLEVELAND, OH 44114	ATTN: DAVID COURY TITLE: CHIEF EXECUTIVE OFFICER PHONE: 216-292-9998 EMAIL: DAVID.COURY@UROGPO.US.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 3,044,956
22	NORTH CAROLINA DHHS DRUG REBATE - C 2001 MAIL SERVICE CENTER RALEIGH, NC 27699-2000	ATTN: KODY KINSLEY TITLE: SECRETARY OF HEALTH AND HUMAN SERVICES PHONE: 919-855-4800 EMAIL:	PAYOR REBATES	UNLIQUIDATED			$ 2,784,703
23	ALLERGAN USA INC 5 GIRALDA FARMS MADISON, NJ 07940	ATTN: RICHARD A GONZALEZ TITLE: CHIEF EXECUTIVE OFFICER PHONE: 862-261-7000 EMAIL: RICHARD.GONZALEZ@ABBVIE.COM	PROFIT SHARING	UNLIQUIDATED			$ 2,716,312
24	AGENCY FOR HEALTH CARE ADMINISTRATION 2727 MAHAN DRIVE TALLAHASSEE, FL 32308	ATTN: CODY L. FARRILL TITLE: CHIEF OF STAFF PHONE: 850-412-3600 EMAIL: CODY.FARRILL@DOT.STATE.FL.US	CUSTOMER BALANCES	UNLIQUIDATED			$ 2,708,094
25	STATE OF KENTUCKY - DMS 275 E. MAIN ST. 6W-A FRANKFORT, KY 40621	ATTN: ERIC FRIEDLANDER TITLE: SECRETARY PHONE: 502-561-9179 EMAIL: FRIEDLANDER@LOUISVILLEKY.GOV	PAYOR REBATES	UNLIQUIDATED			$ 2,109,882
26	VIRGINIA DEPT. OF MED ASSISTANCE SERVICES 600 EAST BROAD STREET RICHMOND, VA 23219	ATTN: MICHAEL H. COOK ESQ. TITLE: CHAIR, BOARD OF MEDICAL ASSISTANCE SERVICES PHONE: 804-786-7933 EMAIL:	PAYOR REBATES	UNLIQUIDATED			$ 2,095,558
27	DEERFIELD GENERICS LP 345 PARK AVENUE SOUTH 12TH FL NEW YORK, NY 10010	ATTN: KAREN HEIDELBERGER TITLE: INVESTMENT AND PARTNERSHIP PHONE: 212-984-7112 EMAIL: KARENH1@DEERFIELD.COM	PROFIT SHARING	UNLIQUIDATED			$ 2,021,455
28	SMITH DRUG COMPANY 9098 FAIRFOREST RD SPARTANBURG, SC 29301	ATTN: WADE LEWIS TITLE: PRESIDENT PHONE: 864-574-8161 EMAIL: WLEWIS@SMITHDRUG.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,985,505
29	BAYER AG KAISER WILHELM ALLEE LEVERKUSEN, 51373 GERMANY	ATTN: WERNER BAUMANN TITLE: CHIEF EXECUTIVE OFFICER PHONE: 972-377-1950 EMAIL: WERNER.BAUMANN@BAYERHEALTHCARE.COM	TRADE DEBT				$ 1,961,911
30	TREASURER STATE OF OHIO 30 E. BROAD STREET - 9TH FLOOR COLUMBUS, OH 43215	ATTN: ROBERT SPRAGUE TITLE: TREASURER PHONE: 800-228-1102 EMAIL: RSPRAGUE@CI.FINDLAY.OH.US	PAYOR REBATES	UNLIQUIDATED			$ 1,944,839
31	ASCENT 77 DRESSER STREET SOUTH BOSTON, MA 02127	ATTN: MARK SAGON TITLE: MANAGING PARTNER PHONE: 646-964-3850 EMAIL: MPSAGON@GMAIL.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,831,832
32	ANDA INC. 2915 WESTON ROAD WESTON, FL 33331	ATTN: SVEN DETHLEFS TITLE: EXECUTIVE VICE PRESIDENT PHONE: 972-391-4817 EMAIL: SVEN.DETHLEFS@TEVAPHARM.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,818,276
33	JOHNSON CONTROLS INC 4700 EXCHANGE COURT STE 300 BOCA RATON, FL 33431	ATTN: GEORGE R. OLIVER TITLE: CHAIRMAN AND CEO PHONE: 888-981-4544 EMAIL: GEORGE.OLIVER@JCI.COM	TRADE DEBT				$ 1,489,674
34	ARIZONA HEALTH CARE COST CONTAINMENT SYSTEMS 801 E JEFFERSON ST PHOENIX, AZ 85034	ATTN: JAMI SNYDER TITLE: DIRECTOR PHONE: EMAIL: JAMI.SNYDER@AZAHCCCS.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,460,536
35	LOUISIANA DEPARTMENT OF HEALTH 628 N. 4TH STREET BATON ROUGE, LA 70802	ATTN: DR. COURTNEY N. PHILLIPS TITLE: SECRETARY PHONE: 225-287-2135 EMAIL: COURTNEY.PHILLIPS@LA.GOV	PAYOR REBATES	UNLIQUIDATED			$ 1,407,395
36	TEXAS HEALTH AND HUMAN SERVICES COMMISSION NORTH AUSTIN COMPLEX 4601 W. GUADALUPE ST. AUSTIN, TX 78751	ATTN: CECILE ERWIN YOUNG TITLE: EXECUTIVE COMMISSIONER PHONE: 512-695-5057 EMAIL: CECILE.YOUNG@HHSC.STATE.TX.US	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,399,777
37	NJ ENCOUNTER MCO DRUG REBATE PROGRAM PO BOX 712 TRENTON, NJ 08625	ATTN: JENNIFER LANGER JACOBS TITLE: ASSISTANT COMMISSIONER PHONE: 609-588-2604 EMAIL: JENNIFER.JACOBS@DHS.NJ.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,355,191
38	INDIANA MEDICAID DRUG REBATES 950 N MERIDIAN ST SUITE 1150 INDIANAPOLIS, IN 46204	ATTN: DANIEL RUSYNIAK TITLE: SECRETARY PHONE: 248-524-9731 EMAIL: DANIEL.RUSYNIAK@FSSA.IN.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,344,156
39	ABON 140 LEGRAND AVE NORTHVALE, NJ 07647	ATTN: ROBERT B. FORD TITLE: CHIEF EXECUTIVE OFFICER PHONE: 469-330-0100 EMAIL: ROBERT.FORD@ABBOTT.COM	PROFIT SHARING / TRADE DEBT	UNLIQUIDATED			$ 1,341,293
40	MD DHMH HERBERT R. O'CONOR STATE OFFICE BUILDING 201 W. PRESTON STREET BALTIMORE, MD 21201	ATTN: DENNIS R SCHRADER TITLE: SECRETARY PHONE: 410-961-3793 EMAIL: DENNIS.SCHRADER@MARYLAND.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,212,946

Top Unsecured Creditors

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
41	ILLINOIS DEPARTMENT OF PUBLIC AID RECOVERY UNIT/DRP EEO/AA OFFICE 401 S. CLINTON STREET, 7TH FLOOR CHICAGO, IL 60607	ATTN: TYLER WHITE TITLE: DRUG REBATE UNIT MANAGER PHONE: 217-524-4508 EMAIL: TYLER.P.WHITE@ILLINOIS.GOV	PAYOR REBATES	UNLIQUIDATED			$ 1,208,840
42	VEEVA SYSTEMS INC 4280 HACIENDA DRIVE PLEASANTON, CA 94588-2719	ATTN: PETER GASSNER TITLE: CHIEF EXECUTIVE OFFICER PHONE: 925-461-8415 EMAIL: PETER.GASSNER@GMAIL.COM	TRADE DEBT				$ 1,170,644
43	CMS FEDERAL REBATES MCOS 7500 SECURITY BOULEVARD BALTIMORE, MD 21244	ATTN: KAREN JACKSON TITLE: CHIEF OPERATING OFFICER PHONE: 202-619-0630 EMAIL: KAREN.JACKSON@CMS.HHS.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,164,345
44	MISSOURI DIVISION MED SERVICES 912 WILDWOOD JEFFERSON CITY , MO 65102	ATTN: PAULA F. NICKELSON TITLE: ACTING DIRECTOR PHONE: 753-751-6001 EMAIL:	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,135,212
45	FHSC-SC DRUG REBATE PO BOX 60009 CHARLOTTE , SC 28260-0009	ATTN: ROBERT M. KERR TITLE: DIRECTOR PHONE: 803-898-2580 EMAIL: RKERR@SCDHHS.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 944,061
46	DHS MANAGED CARE REBATE 052 PO BOX 64837 ST. PAUL , MN 55164-0837	ATTN: SUSAN WINKELMANN TITLE: ASSISTANT DIRECTOR PHONE: 651-431-6500 EMAIL: SUSAN.WINKLEMANN@STATE.MN.US	PAYOR REBATES	UNLIQUIDATED			$ 934,307
47	DEPT OF VA 810 VERMONT AVE., NW WASHINGTON, DC 20420	ATTN: DENIS MCDONOUGH TITLE: VA SECRETARY PHONE: 202-273-5400 EMAIL:	CUSTOMER BALANCES	UNLIQUIDATED			$ 891,249
48	ASTRAZENECA LP 1800 CONCORD PIKE PO BOX 15437 WILMINGTON, DE 19850-5437	ATTN: ARADHANA SARIN TITLE: CHIEF FINANCIAL OFFICER PHONE: 800-456-3669 EMAIL: ARADHANA.SARIN@ASTRAZENECA.COM	PROFIT SHARING	UNLIQUIDATED			$ 885,504
49	EXPRESS SCRIPTS ONE EXPRESS WAY SAINT LOUIS, MO 63121	ATTN: AMY BRICKER TITLE: PRESIDENT PHONE: 636-346-7911 EMAIL: ABRICKER@EXPRESS-SCRIPTS.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 866,330
50	STATE OF MICHIGAN-DCH CAPITOL VIEW BUILDING 201 TOWNSEND STREET LANSING , MI 48913	ATTN: ELIZABETH HERTEL TITLE: DIRECTOR PHONE: 517-281-3574 EMAIL: ELIZABETH.HERTEL@MICHIGAN.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 855,441

Fill in this information to identify the case:			
Debtor name	Paladin Labs Inc.		
United States Bankruptcy Court for the:	Southern	District of (State)	New York
Case number (If known):			

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets-Real and Personal Property* (Official Form 206A/B)

☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)

☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)

☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)

☐ *Schedule H: Codebtors* (Official Form 206H)

☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)

☐ *Amended Schedule* _____

☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)

☒ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Security Holders

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

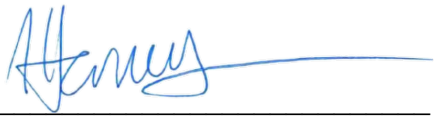
Executed on 08/16/2022
MM/DD/YYYY

x */s/ Mark T. Bradley*
Signature of individual signing on behalf of debtor

Mark T. Bradley
Printed Name

Chief Financial Officer
Position or relationship to debtor

THIS IS EXHIBIT "D"
TO THE AFFIDAVIT OF DANIEL VAS
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 17TH DAY OF AUGUST, 2022



Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of New York

(State)

Case number (*if known*): Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name

Paladin Labs Canadian Holding Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

8601135 Canada Inc.
8601143 Canada Inc.
8601151 Canada Inc.
8601160 Canada Inc.
8312214 Canada Inc.

3. Debtor's federal Employer Identification Number (EIN)

N/A

4. Debtor's address

Principal place of business

100 Alexis Nihon Suite 600
Number Street

St.-Laurent, Quebec Canada 0
City State ZIP Code

County

Mailing address, if different from principal place of business

1400 Atwater Drive
Number Street

P.O. Box

Malvern PA 19355
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL)

www.endo.com

Debtor Paladin Labs Canadian Holding Inc. Case number (*if known*)
Name

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

7. Describe debtor's business

A. *Check one:*

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. *Check all that apply:*

☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes.

3254

8. Under which chapter of the Bankruptcy Code is the debtor filing?

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Check one:

☐ Chapter 7
☐ Chapter 9
☒ Chapter 11. *Check **all** that apply*:

☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ A plan is being filed with this petition.
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

☒ No
☐ Yes

District _____ When _____ (MM / DD / YYYY) Case number _____

District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor Paladin Labs Canadian Holding Inc. Case number (*if known*)
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No

☒ Yes

Debtor See Annex 1 Relationship Affiliate
District Southern District of New York When Date hereof
MM / DD / YYYY
Case Number, if known

11. Why is the case filed in *this district*?

Check all that apply:

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if. needed

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other

Where is the property?

Number Street

City State Zip Code

Is the property insured?

☐ No

☐ Yes Insurance agency

Contact name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☒ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☒ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor Paladin Labs Canadian Holding Inc. Case number (*if known*)
Name

15. Estimated assets

☐ $0-$50,000	☐ $1,000,001-$10 million	☐ $500,000,001-$1 billion
☐ $50,001-$100,000	☐ $10,000,001-$50 million	☒ $1,000,000,001-$10 billion
☐ $100,001-$500,000	☐ $50,000,001-$100 million	☐ $10,000,000,001-$50 billion
☐ $500,001-$1 million	☐ $100,000,001-$500 million	☐ More than $50 billion

16. Estimated liabilities

☐ $0-$50,000	☐ $1,000,001-$10 million	☐ $500,000,001-$1 billion
☐ $50,001-$100,000	☐ $10,000,001-$50 million	☒ $1,000,000,001-$10 billion
☐ $100,001-$500,000	☐ $50,000,001-$100 million	☐ $10,000,000,001-$50 billion
☐ $500,001-$1 million	☐ $100,000,001-$500 million	☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
I have been authorized to file this petition on behalf of the debtor.
I have examined the information in this petition 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 08/16/2022
MM / DD / YYYY

✕ */s/ Mark T. Bradley* — Signature of authorized representative of debtor
Mark T. Bradley — Printed name

Title Chief Financial Officer

18. Signature of attorney

✕ */s/ Paul D. Leake* — Signature of attorney for debtor
Date 08/16/2022 MM / DD / YYYY

Paul D. Leake
Printed name

Skadden, Arps, Slate, Meagher & Flom LLP
Firm name

One Manhattan West
Number Street

New York — City
New York 10001-8602 — State ZIP code

(212) 735-3000 — Contact phone
paul.leake@skadden.com — Email address

2313286 — Bar number
New York — State

ANNEX 1 – AFFILIATED DEBTORS

The following list identifies all of the affiliated entities, including the Debtor filing this petition, that have filed voluntary petitions for relief in this Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended, substantially contemporaneously with the filing of this petition.

	DEBTOR'S NAME	DEBTOR'S EIN
1.	Par Pharmaceutical, Inc.	22-2228342
2.	Actient Pharmaceuticals LLC	27-2717232
3.	70 Maple Avenue, LLC	90-0951491
4.	Endo International plc	68-0683755
5.	Anchen Incorporated	20-2008760
6.	Generics International (US), Inc.	26-1166489
7.	Anchen Pharmaceuticals, Inc.	68-0519179
8.	DAVA Pharmaceuticals, LLC	20-1207354
9.	Endo Par Innovation Company, LLC	81-1532435
10.	Generics Bidco I, LLC	26-1166905
11.	Innoteq, Inc.	26-3273381
12.	JHP Acquisition, LLC	36-4747861
13.	JHP Group Holdings, LLC	37-1707688
14.	Kali Laboratories, LLC	22-3494898
15.	Moores Mill Properties L.L.C.	26-1309523
16.	Par Pharmaceutical Companies, Inc.	81-3078301
17.	Par Pharmaceutical Holdings, Inc.	77-0723135
18.	Par Sterile Products, LLC	26-0220105
19.	Par, LLC	20-0011286
20.	Quartz Specialty Pharmaceuticals, LLC	63-1255368
21.	Vintage Pharmaceuticals, LLC	63-1257882
22.	Actient Therapeutics LLC	45-4102019
23.	Astora Women's Health Ireland Limited	52-2035829
24.	Astora Women's Health, LLC	47-3330427
25.	Auxilium International Holdings, LLC	26-1629643
26.	Auxilium Pharmaceuticals, LLC	23-3016883
27.	Auxilium US Holdings, LLC	26-1628967
28.	Bermuda Acquisition Management Limited	N/A

	DEBTOR'S NAME	DEBTOR'S EIN
29.	BioSpecifics Technologies LLC	11-3054851
30.	Branded Operations Holdings, Inc.	85-3936945
31.	DAVA International, LLC	34-1969945
32.	Endo Aesthetics LLC	84-3630218
33.	Endo Bermuda Finance Limited	98-1254093
34.	Endo Designated Activity Company	98-1147135
35.	Endo Eurofin Unlimited Company	98-1522009
36.	Endo Finance IV Unlimited Company	98-1262779
37.	Endo Finance LLC	46-4766481
38.	Endo Finance Operations LLC	82-1446355
39.	Endo Finco Inc.	46-4765794
40.	Endo Generics Holdings, Inc.	46-0634834
41.	Endo Global Aesthetics Limited	98-1462898
42.	Endo Global Biologics Limited	98-1462735
43.	Endo Global Development Limited	98-1494785
44.	Endo Global Finance LLC	38-4007754
45.	Endo Global Ventures	98-1224244
46.	Endo Health Solutions Inc.	13-4022871
47.	Endo Innovation Valera, LLC	83-0973622
48.	Endo Ireland Finance II Limited	98-1300535
49.	Endo LLC	46-4266640
50.	Endo Luxembourg Finance Company I S.à r.l.	98-1143863
51.	Endo Luxembourg Holding Company S.à r.l.	98-1147168
52.	Endo Luxembourg International Financing S.à r.l.	98-1402905
53.	Endo Management Limited	98-1154866
54.	Endo Pharmaceuticals Finance LLC	82-1445768
55.	Endo Pharmaceuticals Inc.	52-2035829
56.	Endo Pharmaceuticals Solutions Inc.	04-3047911
57.	Endo Pharmaceuticals Valera Inc.	13-4119931
58.	Endo Procurement Operations Limited	98-1477840
59.	Endo TopFin Limited	98-1248086
60.	Endo U.S. Inc.	46-4710786
61.	Endo US Holdings Luxembourg I S.à r.l.	98-1247910
62.	Endo Ventures Aesthetics Limited	98-1529967

	DEBTOR'S NAME	DEBTOR'S EIN
63.	Endo Ventures Bermuda Limited	98-1160688
64.	Endo Ventures Cyprus Limited	98-1231544
65.	Endo Ventures Limited	98-1156029
66.	Generics International (US) 2, Inc.	30-0945075
67.	Generics International Ventures Enterprises LLC	83-1584685
68.	Hawk Acquisition Ireland Limited	98-1244776
69.	Kali Laboratories 2, Inc.	61-1796751
70.	Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.	98-1300601
71.	Paladin Labs Canadian Holding Inc.	N/A
72.	Paladin Labs Inc.	98-1181410
73.	Par Laboratories Europe, Ltd.	98-1319597
74.	Par Pharmaceutical 2, Inc.	30-0944895
75.	Slate Pharmaceuticals, LLC	26-0456201
76.	Timm Medical Holdings, LLC	27-0468744

COMPANY NUMBER: 7748434

PALADIN LABS CANADIAN HOLDING INC.

A company incorporated under the *Canada Business Corporations Act* (the "Company" and together with its direct and indirect parents, subsidiaries and affiliates, the "Group")

UNANIMOUS WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY

DATED 15 AUGUST 2022

WHEREAS, the Board of Directors (the "Board") of Paladin Labs Canadian Holding Inc., a corporation pursuant to the *Canada Business Corporations Act* (the "Company"), has considered presentations by the management of, and the financial and legal advisors to, the Group regarding the liabilities and liquidity situation of the Company and the Group, the strategic alternatives available to them, and the effect of the foregoing on the business, creditors, stakeholders, and other parties-in-interest of the Company and the Group;

WHEREAS, the Board has had the opportunity to consult with the Company's and the Group's management, and financial and legal advisors and other professionals, and fully consider each of the strategic alternatives available to the Company and the Group;

WHEREAS, based on its review of all available alternatives and advice provided by such advisors and professionals, the Board has determined that it is in the best interest of the Company and its stakeholders for the Company to take the actions specified in the following resolutions;

Restructuring and Chapter 11 Case

WHEREAS, The Board understands that Endo International plc ("Endo") and certain of its subsidiaries and affiliates (collectively, "Group") have negotiated the terms of a restructuring of the Group's business (the "Restructuring") with a group of the Company's senior secured lenders (the "1L Group"), and is preparing to file petitions seeking relief under the provisions of chapter 11 of the Bankruptcy Code (as defined below) in order to implement the Restructuring through a Bankruptcy Court approved sale process, and has proposed that all subsidiaries in the Group proceed to file petitions with the intention that its subsidiaries' chapter 11 cases be jointly administered with Endo's chapter 11 case;

WHEREAS, the Board has been presented with a proposed Restructuring Support Agreement (the "RSA") by and among each of the members of the Group including the Company, and the 1L Group, each as defined therein, on or in advance of the date hereof; for the avoidance of doubt, the RSA includes the Restructuring Term Sheet (as defined therein) and each other exhibit thereto, all substantially in the forms and on the terms presented to the Board.

WHEREAS, the Board has been presented with a proposed petition to be filed by the Company in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") seeking relief under the provisions of chapter 11 of title 11 of the United

States Code (the "Bankruptcy Code"), in which the authority to operate as a debtor-in-possession will be sought (the "Petition");

WHEREAS, the Board, having considered the Company's current circumstances and the best course of action to preserve and maximize value, deems it advisable and in the best interests of the Company and its stakeholders that a petition be filed by the Company seeking relief under the provisions of chapter 11 of the Bankruptcy Code;

WHEREAS, in connection with the filing of the Petition, the Company intends to commence recognition proceedings in Canada and in any other jurisdiction that an Authorized Officer (as defined below) determines would benefit the Company for its chapter 11 case to be recognized; and

WHEREAS, for purposes of filing recognition proceedings a foreign representative must be appointed for the Company.

NOW, THEREFORE, BE IT

Restructuring Support Agreement

RESOLVED, that the Board has determined it is desirable and in the best interests of the Company, its subsidiaries, and its and their respective creditors, stakeholders, and other parties-in-interest, that the Company pursue implementation of the Restructuring and shall be, and hereby is, authorized to enter into the RSA with such changes, additions, and modifications thereto as each Director and officer of the Company and the Chief Financial Officer of Endo International plc (each, an "Authorized Officer") executing the same shall approve, such approval to be conclusively evidenced by an Authorized Officer's execution and delivery thereof; and

RESOLVED, that the Authorized Officers are empowered, authorized and directed, with full power of delegation, on behalf of the Company, to cause the Company to negotiate, execute, and deliver the RSA and any related documents contemplated thereby, in such form and with such changes or amendments as any one or more such Authorized Officers shall approve as necessary or desirable.

Chapter 11 Case

RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company and its stakeholders that a voluntary petition be filed by the Company seeking relief under the provisions of chapter 11 of the Bankruptcy Code, and the filing of such petition is authorized hereby;

WHEREAS the Board understands that Endo International plc and certain of its subsidiaries and affiliates have resolved to file petitions seeking relief under the provisions of chapter 11 of the Bankruptcy Code and has proposed that all subsidiaries in the Group proceed to file petitions with the intention that its subsidiaries' chapter 11 cases be jointly administered with Endo International plc's chapter 11 case;

RESOLVED, that each Authorized Officer, is hereby authorized and empowered, on behalf of and in the name of the Company, to execute and verify a petition in the name of the Company under chapter 11 of the Bankruptcy Code and to cause the said petition to be filed in the Bankruptcy Court in such form and at such time as the Authorized Officer(s) executing said petition on behalf of the Company shall determine; and be it further

Recognition of Chapter 11 Case

RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company and its stakeholders, that recognition proceedings be filed by or on behalf of the Company seeking recognition of the Company's chapter 11 case in Canada and in any other jurisdiction authorized by an Authorized Officer, and the filing of such applications are authorized hereby; and be it further

RESOLVED, that, subject to approval of the Bankruptcy Court, Paladin Labs Inc. is hereby appointed as the foreign representative of the Company to appear in connection with the recognition proceedings in Canada; and be it further

RESOLVED, that, subject to such approvals of the Bankruptcy Court as may be necessary, the Authorized Officers of the Company be, and each of them is, authorized and empowered, on behalf of and in the name of the Company to appoint an individual or entity as its foreign representative to appear in connection with recognition proceedings filed on its behalf in any other jurisdiction; and be it further

Retention of Professionals

RESOLVED, that the Authorized Officers of the Company be, and each of them is, authorized and empowered, on behalf of and in the name of the Company, to retain and employ professionals to render services to the Company in connection with the chapter 11 case and the actions contemplated by the foregoing resolutions, including, without limitation, the law firm Skadden, Arps, Slate, Meagher & Flom LLP, to act as chapter 11 counsel; Goodmans LLP to act as Canadian restructuring counsel; Alvarez & Marsal Holdings, LLC, to act as financial advisor; PJT Partners L.P. to act as investment banker; and Kroll, LLC to act as claims and noticing agent and administrative advisor; and in connection herewith each Authorized Officer is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of the foregoing; and be it further

General Authority to Implement Resolutions

RESOLVED, that the Authorized Officers of the Company be, and each of them hereby is, authorized and empowered, on behalf of and in the name of the Company, to execute, deliver, perform, verify or file, or cause to be executed, delivered, performed, verified or filed (or direct others to do so on their behalf as provided herein) all necessary documents, including, without limitation, all petitions, affidavits, statements, schedules, motions, lists, applications, motions, pleadings, documents, other papers, security documents, guarantees, reaffirmations, control agreements, waivers of or amendments to existing documents, and to negotiate the forms, terms and provisions of, and to execute and deliver any amendments, modifications, waivers or

consents to any of the foregoing as may be approved by any Authorized Officer, which amendments, modifications, waivers or consents may provide for consent payments, fees or other amounts payable or other modifications of or relief under such agreements or documents, the purpose of such amendments, modifications, waivers or consents being to facilitate consummation of the actions contemplated by the foregoing resolutions or for any other purpose, and, in connection with the foregoing, to employ and retain all assistance by legal counsel, investment bankers, accountants, restructuring professionals or other professionals, and to take any and all action which such Authorized Officer deems necessary or proper in connection with the chapter 11 case and the recognition proceedings in Canada and any other applicable jurisdiction, with a view to the successful prosecution of the chapter 11 case and recognition proceedings contemplated by the foregoing resolutions and the successful consummation of the actions contemplated by the foregoing resolutions, including, without limitation, any action necessary or proper to maintain the ordinary course operation of the Company's business; and be it further

RESOLVED, that the Authorized Officers of the Company be, and each of them hereby is, authorized to execute, deliver and perform any and all special powers of attorney as such Authorized Officer may deem necessary or desirable to facilitate consummation of the actions contemplated by the foregoing resolutions, including entry in the RSA and the Restructuring, pursuant to which such Authorized Officer will make certain appointments of attorneys to facilitate consummation of the actions contemplated by the foregoing resolutions as the Company's true and lawful attorneys and authorize each such attorney to execute and deliver any and all documents of whatsoever nature and description that may be necessary or desirable to facilitate consummation of the actions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all acts lawfully done or actions lawfully taken by any Authorized Officer to seek relief on behalf of the Company under chapter 11 of the Bankruptcy Code, or in connection with the chapter 11 case and the recognition proceedings in Canada and any other applicable jurisdiction, or any matter related thereto, be, and hereby are, adopted, ratified, confirmed, and approved in all respects as the acts and deeds of the Company in all respects by the Board of the Company; and be it further

RESOLVED, that all acts lawfully done or actions lawfully taken by any Authorized Officer, or by any employees or agents of the Company, on or before the date hereof in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, ratified, confirmed and approved in all respects by the Board of the Company; and be it further

RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, instruments, filings or other documents described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, instruments, filings or other documents described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, proper, advisable or appropriate to consummate, effectuate, carry out or further the actions contemplated by, and the intent and purposes of, the foregoing resolutions; and be it further

RESOLVED, that the authority conferred upon any Authorized Officer of the Company by this Action by Written Consent is in addition to, and shall in no way limit, such other

authority as such Authorized Officer may have with respect to the subject matter of the foregoing resolutions, and that the omission from this Action by Written Consent of any agreement or other arrangement contemplated by any of the agreements, instruments or documents described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, instruments or documents described in the foregoing resolutions shall in no manner derogate from the authority of any Authorized Officer to take any and all actions convenient, necessary, advisable or appropriate to consummate, effectuate, carry out, perform or further the actions contemplated by and the intents and purposes of the foregoing resolutions; and be it further

RESOLVED, that, pursuant to any applicable provisions of the Governing Documents of the Company, the Board hereby agrees in writing to continue the Company without dissolution, notwithstanding the bankruptcy of any parent company; and be it further

RESOLVED, the Board has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents and statutory and regulatory requirements pertaining to the Company, or hereby waive any right to have received such notice; and be it further

RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby are, authorized and empowered to take all actions or not to take any action in the name of the Company with respect to the actions contemplated by these resolutions hereunder as the sole shareholder of each subsidiary of the Company, in each case, as such Authorized Officers shall deem necessary proper, appropriate, desirable or advisable to effectuate the purposes of the actions contemplated herein; and be it further

RESOLVED, that this Action by Written Consent may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one or the same Action by Written Consent.

***

[*Signature Pages Follow*]

The foregoing resolutions may be executed in counterparts, but shall not be effective until each director has executed at least one counterpart. Each counterpart shall constitute an original of the foregoing resolutions, but the counterparts shall together constitute one and the same instrument.

DocuSigned by:
By: Daniel Vas
03B5162F149F42D...
Name: Daniel Vas
Title: Director
Date: 15 August 2022

By:
Name: Livio Di Francesco
Title: Director
Date:

The foregoing resolutions may be executed in counterparts, but shall not be effective until each director has executed at least one counterpart. Each counterpart shall constitute an original of the foregoing resolutions, but the counterparts shall together constitute one and the same instrument.

By:
Name: Daniel Vas
Title: Director
Date:

By: DocuSigned by: Livio Di Francesco B271EDA747A74C5...
Name: Livio Di Francesco
Title: Director
Date: 15 August 2022

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

Proposed Counsel to Debtors and Debtors in Possession

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. [__]-[_____] ([___])**
Debtors.[1]	**(Joint Administration Pending)**

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY SECURITY HOLDERS PURSUANT TO FEDERAL RULES OF BANKRUPTCY PROCEDURE 1007 AND 7007.1

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure and Rule 1007-3 of the Local Bankruptcy Rules for the Southern District of New York, Endo International plc and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), respectfully represent:

1. Endo International plc is a publicly traded corporation. The Vanguard Group, Inc. owns 12.07%.[2] No other entities have a direct or indirect ownership interest of 10% or more in Endo International plc.

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

[2] As of August 8, 2022.

2. Endo International plc owns 100% of the equity interests in Endo Designated Activity Company.

3. Endo Designated Activity Company owns 100% of the equity interests in Endo Finance IV Unlimited Company.

4. Endo Finance IV Unlimited Company owns 100% of the equity interests in Endo Management Limited.

5. Endo Management Limited owns 100% of the equity interests in the following Debtors: Endo Procurement Operations Limited; Endo TopFin Limited; Endo Global Development Limited; and Endo Ventures Aesthetics Limited.

6. Endo TopFin Limited owns 100% of the equity interests in the following Debtors: Endo Ventures Limited and Endo Ventures Cyprus Limited.

7. Endo Ventures Limited owns 100% of the equity interests in the following Debtors: Endo Global Aesthetics Limited; Endo Global Biologics Limited; Generics International Ventures Enterprises LLC.

8. Endo Ventures Limited owns 98.99% of the equity interests in Endo Luxembourg Holding Company S.à r.l. and Endo Bermuda Ventures Limited owns 1.01% of the equity interests in Endo Luxembourg Holding Company S.à r.l.

9. Endo Ventures Cyprus Limited owns 55% of the common shares of Endo Global Ventures. Endo Designated Activity Company owns 45% of the common shares and 100% of the non-qualified preferred shares Endo Global Ventures.

10. Endo Ventures Cyprus Limited owns 100% of the equity interests in Endo Ventures Bermuda Limited.

11. Endo Luxembourg Holding Company S.à r.l. owns 100% of the equity interests in Endo Luxembourg Finance Company I S.à r.l.

12. Endo Luxembourg Finance Company I S.à r.l. owns 100% of the equity interests in the following Debtors: Par Pharmaceutical Holdings, Inc.; Endo Global Finance LLC; Paladin Labs Canadian Holding Inc.; Endo LLC; Endo Ireland Finance II Limited; and Endo Finco Inc.

13. Par Pharmaceutical Holdings, Inc. owns 100% of the equity interests in the following Debtors: Par Pharmaceutical Companies, Inc. and Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.

14. Endo Global Finance LLC owns 100% of the equity interests in Endo Finance Operations LLC.

15. Paladin Labs Canadian Holding Inc. owns 100% of the equity interests in Paladin Labs Inc.

16. Endo Ireland Finance II Limited owns 100% of the equity interests in the following Debtors: Endo Eurofin Unlimited Company and Endo Bermuda Finance Limited.

17. Endo Eurofin Unlimited Company owns 100% of the equity interests in Endo U.S. Inc.

18. Endo U.S. Inc. owns 100% of the equity interests in the following Debtors: Endo U.S. Holdings Luxembourg I S.à r.l. and Endo Health Solutions Inc.

19. Par Pharmaceutical Companies, Inc. owns 100% of the equity interests in Par Pharmaceutical, Inc.

20. Par Pharmaceutical, Inc. owns 100% of the equity interests in the following Debtors: BioSpecifics Technologies LLC; Par Laboratories Europe, Ltd.; Innoteq, Inc.; Endo

Finance LLC; Generics International (US), Inc.; Kali Laboratories, LLC; Endo Par Innovation Company, LLC; Par, LLC; non-Debtor Par Formulations Private Limited; Anchen Incorporated and JHP Group Holdings, LLC.

21. Generics International (US), Inc. owns 100% of the equity interests in the following Debtors: Moores Mill Properties L.L.C.; Vintage Pharmaceuticals, LLC, DAVA Pharmaceuticals, LLC ,and Generics Bidco I, LLC.

22. Anchen Incorporated owns 100% of the equity interests in Anchen Pharmaceuticals, Inc.

23. JHP Group Holdings, LLC owns 100% of the equity interests in JHP Acquisition, LLC.

24. Generics Bidco I, LLC owns 50% of the equity interests in Quartz Specialty Pharmaceuticals, LLC. Vintage Pharmaceuticals LLC also owns 50% of the equity interests.

25. DAVA Pharmaceuticals, LLC owns 100% of the equity interests in DAVA International, LLC.

26. JHP Acquisition, LLC owns 100% of the equity interests in Par Sterile Products, LLC.

27. Endo Health Solutions Inc. owns 100% of the equity interests in the following Debtors: Endo Aesthetics LLC; Hawk Acquisition Ireland Limited; Endo Luxembourg International Financing S.à r.l; and Bermuda Acquisition Management Limited.

28. Hawk Acquisition Ireland Limited owns 100% of the equity interests in Endo Generics Holdings, Inc.

29. Endo Generics Holdings, Inc. owns 100% of the equity interests in the following Debtors: Par Pharmaceutical 2, Inc. and Kali Laboratories 2, Inc.

30. Par Pharmaceutical 2, Inc. owns 100% of the equity interests in Endo Pharmaceuticals Inc. and Branded Operations Holdings, Inc.

31. Branded Operations Holdings, Inc. owns 100% of the equity interests in the following Debtors: Endo Pharmaceuticals Solutions Inc., Generics International (US) 2, Inc., and Endo Pharmaceuticals Finance LLC.

32. Endo Pharmaceuticals Inc. owns 100% of the equity interests in the following Debtors: Astora Women's Health, LLC and Astora Women's Health Ireland Limited.

33. Astora Women's Health, LLC owns 100% of the equity interests in non-Debtor Astora Women's Health Technologies.

34. Generics International (US) 2, Inc. owns 100% of the equity interests in Auxilium Pharmaceuticals, LLC.

35. Auxilium Pharmaceuticals, LLC owns 100% of the equity interests in the following Debtors: Auxilium US Holdings, LLC, Auxilium International Holdings, LLC, and Actient Pharmaceuticals LLC.

36. Actient Pharmaceuticals LLC owns 100% of the equity interests in the following Debtors: Slate Pharmaceuticals, LLC; 70 Maple Avenue, LLC; Timm Medical Holdings, LLC; and Actient Therapeutics, LLC.

37. Actient Pharmaceuticals LLC owns 95% of the common shares of Actient Therapeutics, LLC. Slate Pharmaceuticals, LLC owns 5% of the common shares and 100% of the preferred shares.

38. Endo Pharmaceuticals Solutions Inc. owns 100% of the equity interests in Endo Pharmaceuticals Valera Inc and 65% of the membership interests in non-Debtor CPEC LLC. An unaffiliated third party owns a 35% membership interest in CPEC LLC.

39. Endo Pharmaceuticals Valera Inc. owns 100% of the equity interests in Endo Innovation Valera, LLC.

Top Unsecured Creditors

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	WELLS FARGO BANK , NATIONAL ASSOCIATION - 6.00% SENIOR NOTES DUE 2028 AS INDENTURE TRUSTEE CORPORATE TRUST SERVICES—ADMINISTRATOR FOR ENDO 6.000 SENIOR NOTES DUE 2028 150 EAST 42ND STREET, 40TH FLOOR NEW YORK, NY 10017	ATTN: TINA GONZALEZ TITLE: VICE PRESIDENT PHONE: 617-574-6363 EMAIL: TINA.GONZALEZ@WELLSFARGO.COM	6.00% SENIOR NOTES DUE 2028				$ 1,269,399,075
2	AMERISOURCEBERGEN CORPORATION 9075 CENTRE POINT DRIVE SUITE 140 WEST CHESTER, OH 45069	ATTN: MELISSA RAND TITLE: SENIOR COUNSEL PHONE: 610-727-2734 EMAIL: MELISSA.RAND@AMERISOURCEBERGEN.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 200,612,057
3	MCKESSON CORPORATION 9954 MARYLAND DR STE 4000 HENRICO, VA 23233	ATTN: BEN CARLSEN TITLE: MANAGING LEAD COUNSEL PHONE: 404-461-4232 EMAIL: BEN.CARLSEN@MCKESSON.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 193,515,782
4	CARDINAL HEALTH 7000 CARDINAL PLACE DUBLIN, OH 43017	ATTN: DEBRA A. WILLET TITLE: VICE PRESIDENT & ASSOCIATE GENERAL COUNSEL PHONE: 614-757-3428 EMAIL: DEBRA.WILLET@CARDINALHEALTH.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 151,356,517
5	WELLS FARGO BANK , NATIONAL ASSOCIATION - 6.00% SENIOR NOTES DUE 2023 AS INDENTURE TRUSTEE CORPORATE TRUST SERVICES—ADMINISTRATOR FOR ENDO HEALTH SOLUTIONS INC. 150 EAST 42ND STREET, 40TH FLOOR NEW YORK, NY 10017	ATTN: TINA GONZALEZ TITLE: VICE PRESIDENT PHONE: 617-574-6363 EMAIL: TINA.GONZALEZ@WELLSFARGO.COM	6.00% SENIOR NOTES DUE 2023				$ 58,419,055
6	COMMISSIONER OF SOCIAL SERVICES DRUG REHAB PROGRAM PO BOX 2951 HARTFORD, CT 06104	ATTN: DR. KILOLO KIJAKAZI TITLE: ACTING COMMISIONER PHONE: 203-576-7416 EMAIL:	CUSTOMER BALANCES	UNLIQUIDATED			$ 22,977,562
7	WELLS FARGO BANK , NATIONAL ASSOCIATION - 6.00% SENIOR NOTES DUE 2025 AS INDENTURE TRUSTEE CORPORATE TRUST SERVICES—ADMINISTRATOR FOR ENDO HEALTH SOLUTIONS INC. 150 EAST 42ND STREET, 40TH FLOOR NEW YORK, NY 10017	ATTN: TINA GONZALEZ TITLE: VICE PRESIDENT PHONE: 617-574-6363 EMAIL: TINA.GONZALEZ@WELLSFARGO.COM	6.00% SENIOR NOTES DUE 2025				$ 22,275,410
8	CONNECTIVERX 200 JEFFERSON PARK WHIPPANY, NJ 07981	ATTN: JIM CORRIGAN TITLE: CHIEF EXECUTIVE OFFICER PHONE: 201-358-7200 EMAIL: JCORRIGAN@CONNECTIVERX.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 15,795,879
9	MORRIS AND DICKSON COMPANY LTD 410 KAY LANE SHREVEPORT, LA 71115	ATTN: JODY HATCHER TITLE: CHIEF EXECUTIVE OFFICER PHONE: 318-797-7900 EMAIL: JHATCHER@MORRISDICKSON.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 12,854,435
10	COLORADO HEALTH CARE POLICY 1570 GRANT STREET DENVER, CO 80203	ATTN: KIM BIMESTEFER TITLE: EXECUTIVE DIRECTOR PHONE: 303-866-4411 EMAIL: KIM.BIMESTEFER@STATE.CO.US	PAYOR REBATES	UNLIQUIDATED			$ 12,604,165
11	CVS/ PHARMACY, INC., ONE CVS DRIVE WOONSOCKET, RI 02895	ATTN: BRIAN E. WHALEN TITLE: SVP, PHARMACY TRADE & SUPPLY CHAIN PHONE: 401-770-4661 EMAIL: BRIAN.WHALEN@CVSHEALTH.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 12,540,335
12	NYS DEPARTMENT OF HEALTH EMPIRE STATE PLAZA ALBANY, NY 12237	ATTN: MARY T. BASSETT TITLE: COMMISSIONER PHONE: 518-402-7950 EMAIL: CMR@HEALTH.NY.GOV	PAYOR REBATES	UNLIQUIDATED			$ 9,006,690
13	OPTUM, INC. 11000 OPTUM CIRCLE EDEN PRAIRIE, MN 55344	ATTN: HEATHER CIANFROCCO TITLE: CHIEF EXECUTIVE OFFICER PHONE: 412-480-4104 EMAIL: HEATHER.CIANFROCCO@UHC.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 8,880,617
14	WELLS FARGO BANK , NATIONAL ASSOCIATION - 5.375% SENIOR NOTES DUE 2023 AS INDENTURE TRUSTEE CORPORATE TRUST SERVICES—ADMINISTRATOR FOR ENDO HEALTH SOLUTIONS INC. 150 EAST 42ND STREET, 40TH FLOOR NEW YORK, NY 10017	ATTN: TINA GONZALEZ TITLE: VICE PRESIDENT PHONE: 617-574-6363 EMAIL: TINA.GONZALEZ@WELLSFARGO.COM	5.375% SENIOR NOTES DUE 2023				$ 6,319,865
15	TPA 17 TECHNOLOGY CIRCLE COLUMBIA, SC 29203	ATTN: JOE JOHNSON TITLE: PRESIDENT AND CHIEF OPERATING OFFICER PHONE: 803-735-1034 EMAIL:	CUSTOMER BALANCES	UNLIQUIDATED			$ 6,133,385
16	CALIFORNIA DEPARTMENT OF HEALTH CARE 1500 CAPITOL AVE MS 7602 SACRAMENTO, CA 95814	ATTN: TOMAS J. ARAGON TITLE: DIRECTOR PHONE: 800-495-3232 EMAIL: TOMAS.ARAGON@SFDPH.ORG	PAYOR REBATES	UNLIQUIDATED			$ 6,082,026
17	MALLINCKRODT PHARMACEUTICALS 675 MCDONNELL BLVD HAZELWOOD, MO 63042	ATTN: MARK CASEY TITLE: EXECUTIVE VICE PRESIDENT AND CHIEF LEGAL OFFICER PHONE: 617-225-0078 EMAIL: MARK.CASEY@CYTYC.COM	PROFIT SHARING	UNLIQUIDATED			$ 5,787,813
18	MERCK SHARP AND DOHME INTERNATIONAL POSTBUS 581 HAARLEM, 2003 PC NETHERLAND	ATTN: CAROLINE LITCHFIELD TITLE: EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER PHONE: 908-359-0188 EMAIL: CAROLINE_LITCHFIELD@MERCK.COM	PROFIT SHARING / TRADE DEBT	UNLIQUIDATED			$ 4,166,712
19	PA DEPARTMENT OF HUMAN SERVICES 625 FORESTER STREET HARRISBURG, PA 17120	ATTN: MEG SNEAD TITLE: SECRETARY OF HUMAN SERVICES PHONE: 920-739-0884 EMAIL: COSTELLOMEG@GMAIL.COM	PAYOR REBATES	UNLIQUIDATED			$ 3,951,986

Top Unsecured Creditors

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
20	WALGREENS 200 WILMOT ROAD DEERFIELD, IL 60015	ATTN: LISA BADGLEY TITLE: SENIOR VICE PRESIDENT PHONE: 847-945-0611 EMAIL: LISA.BADGLEY@WALGREENS.COM	DISTRIBUTOR FEES	UNLIQUIDATED			$ 3,093,085
21	UROGPO LLC 600 SUPERIOR AVENUE EAST STE 1500 CLEVELAND, OH 44114	ATTN: DAVID COURY TITLE: CHIEF EXECUTIVE OFFICER PHONE: 216-292-9998 EMAIL: DAVID.COURY@UROGPO.US.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 3,044,956
22	NORTH CAROLINA DHHS DRUG REBATE - C 2001 MAIL SERVICE CENTER RALEIGH, NC 27699-2000	ATTN: KODY KINSLEY TITLE: SECRETARY OF HEALTH AND HUMAN SERVICES PHONE: 919-855-4800 EMAIL:	PAYOR REBATES	UNLIQUIDATED			$ 2,784,703
23	ALLERGAN USA INC 5 GIRALDA FARMS MADISON, NJ 07940	ATTN: RICHARD A GONZALEZ TITLE: CHIEF EXECUTIVE OFFICER PHONE: 862-261-7000 EMAIL: RICHARD.GONZALEZ@ABBVIE.COM	PROFIT SHARING	UNLIQUIDATED			$ 2,716,312
24	AGENCY FOR HEALTH CARE ADMINISTRATION 2727 MAHAN DRIVE TALLAHASSEE, FL 32308	ATTN: CODY L. FARRILL TITLE: CHIEF OF STAFF PHONE: 850-412-3600 EMAIL: CODY.FARRILL@DOT.STATE.FL.US	CUSTOMER BALANCES	UNLIQUIDATED			$ 2,708,094
25	STATE OF KENTUCKY - DMS 275 E. MAIN ST. 6W-A FRANKFORT, KY 40621	ATTN: ERIC FRIEDLANDER TITLE: SECRETARY PHONE: 502-561-9179 EMAIL: FRIEDLANDER@LOUISVILLEKY.GOV	PAYOR REBATES	UNLIQUIDATED			$ 2,109,882
26	VIRGINIA DEPT. OF MED ASSISTANCE SERVICES 600 EAST BROAD STREET RICHMOND, VA 23219	ATTN: MICHAEL H. COOK ESQ. TITLE: CHAIR, BOARD OF MEDICAL ASSISTANCE SERVICES PHONE: 804-786-7933 EMAIL:	PAYOR REBATES	UNLIQUIDATED			$ 2,095,558
27	DEERFIELD GENERICS LP 345 PARK AVENUE SOUTH 12TH FL NEW YORK, NY 10010	ATTN: KAREN HEIDELBERGER TITLE: INVESTMENT AND PARTNERSHIP PHONE: 212-984-7112 EMAIL: KARENH1@DEERFIELD.COM	PROFIT SHARING	UNLIQUIDATED			$ 2,021,455
28	SMITH DRUG COMPANY 9098 FAIRFOREST RD SPARTANBURG, SC 29301	ATTN: WADE LEWIS TITLE: PRESIDENT PHONE: 864-574-8161 EMAIL: WLEWIS@SMITHDRUG.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,985,505
29	BAYER AG KAISER WILHELM ALLEE LEVERKUSEN, 51373 GERMANY	ATTN: WERNER BAUMANN TITLE: CHIEF EXECUTIVE OFFICER PHONE: 972-377-1950 EMAIL: WERNER.BAUMANN@BAYERHEALTHCARE.COM	TRADE DEBT				$ 1,961,911
30	TREASURER STATE OF OHIO 30 E. BROAD STREET - 9TH FLOOR COLUMBUS, OH 43215	ATTN: ROBERT SPRAGUE TITLE: TREASURER PHONE: 800-228-1102 EMAIL: RSPRAGUE@CI.FINDLAY.OH.US	PAYOR REBATES	UNLIQUIDATED			$ 1,944,839
31	ASCENT 77 DRESSER STREET SOUTH BOSTON, MA 02127	ATTN: MARK SAGON TITLE: MANAGING PARTNER PHONE: 646-964-3850 EMAIL: MPSAGON@GMAIL.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,831,832
32	ANDA INC. 2915 WESTON ROAD WESTON, FL 33331	ATTN: SVEN DETHLEFS TITLE: EXECUTIVE VICE PRESIDENT PHONE: 972-391-4817 EMAIL: SVEN.DETHLEFS@TEVAPHARM.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,818,276
33	JOHNSON CONTROLS INC 4700 EXCHANGE COURT STE 300 BOCA RATON, FL 33431	ATTN: GEORGE R. OLIVER TITLE: CHAIRMAN AND CEO PHONE: 888-981-4544 EMAIL: GEORGE.OLIVER@JCI.COM	TRADE DEBT				$ 1,489,674
34	ARIZONA HEALTH CARE COST CONTAINMENT SYSTEMS 801 E JEFFERSON ST PHOENIX, AZ 85034	ATTN: JAMI SNYDER TITLE: DIRECTOR PHONE: EMAIL: JAMI.SNYDER@AZAHCCCS.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,460,536
35	LOUISIANA DEPARTMENT OF HEALTH 628 N. 4TH STREET BATON ROUGE, LA 70802	ATTN: DR. COURTNEY N. PHILLIPS TITLE: SECRETARY PHONE: 225-287-2135 EMAIL: COURTNEY.PHILLIPS@LA.GOV	PAYOR REBATES	UNLIQUIDATED			$ 1,407,395
36	TEXAS HEALTH AND HUMAN SERVICES COMMISSION NORTH AUSTIN COMPLEX 4601 W. GUADALUPE ST. AUSTIN, TX 78751	ATTN: CECILE ERWIN YOUNG TITLE: EXECUTIVE COMMISSIONER PHONE: 512-695-5057 EMAIL: CECILE.YOUNG@HHSC.STATE.TX.US	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,399,777
37	NJ ENCOUNTER MCO DRUG REBATE PROGRAM PO BOX 712 TRENTON, NJ 08625	ATTN: JENNIFER LANGER JACOBS TITLE: ASSISTANT COMMISSIONER PHONE: 609-588-2604 EMAIL: JENNIFER.JACOBS@DHS.NJ.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,355,191
38	INDIANA MEDICAID DRUG REBATES 950 N MERIDIAN ST SUITE 1150 INDIANAPOLIS, IN 46204	ATTN: DANIEL RUSYNIAK TITLE: SECRETARY PHONE: 248-524-9731 EMAIL: DANIEL.RUSYNIAK@FSSA.IN.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,344,156
39	ABON 140 LEGRAND AVE NORTHVALE, NJ 07647	ATTN: ROBERT B. FORD TITLE: CHIEF EXECUTIVE OFFICER PHONE: 469-330-0100 EMAIL: ROBERT.FORD@ABBOTT.COM	PROFIT SHARING / TRADE DEBT	UNLIQUIDATED			$ 1,341,293
40	MD DHMH HERBERT R. O'CONOR STATE OFFICE BUILDING 201 W. PRESTON STREET BALTIMORE, MD 21201	ATTN: DENNIS R SCHRADER TITLE: SECRETARY PHONE: 410-961-3793 EMAIL: DENNIS.SCHRADER@MARYLAND.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,212,946

Top Unsecured Creditors

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
41	ILLINOIS DEPARTMENT OF PUBLIC AID RECOVERY UNIT/DRP EEO/AA OFFICE 401 S. CLINTON STREET, 7TH FLOOR CHICAGO, IL 60607	ATTN: TYLER WHITE TITLE: DRUG REBATE UNIT MANAGER PHONE: 217-524-4508 EMAIL: TYLER.P.WHITE@ILLINOIS.GOV	PAYOR REBATES	UNLIQUIDATED			$ 1,208,840
42	VEEVA SYSTEMS INC 4280 HACIENDA DRIVE PLEASANTON, CA 94588-2719	ATTN: PETER GASSNER TITLE: CHIEF EXECUTIVE OFFICER PHONE: 925-461-8415 EMAIL: PETER.GASSNER@GMAIL.COM	TRADE DEBT				$ 1,170,644
43	CMS FEDERAL REBATES MCOS 7500 SECURITY BOULEVARD BALTIMORE, MD 21244	ATTN: KAREN JACKSON TITLE: CHIEF OPERATING OFFICER PHONE: 202-619-0630 EMAIL: KAREN.JACKSON@CMS.HHS.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,164,345
44	MISSOURI DIVISION MED SERVICES 912 WILDWOOD JEFFERSON CITY , MO 65102	ATTN: PAULA F. NICKELSON TITLE: ACTING DIRECTOR PHONE: 753-751-6001 EMAIL:	CUSTOMER BALANCES	UNLIQUIDATED			$ 1,135,212
45	FHSC-SC DRUG REBATE PO BOX 60009 CHARLOTTE , SC 28260-0009	ATTN: ROBERT M. KERR TITLE: DIRECTOR PHONE: 803-898-2580 EMAIL: RKERR@SCDHHS.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 944,061
46	DHS MANAGED CARE REBATE 052 PO BOX 64837 ST. PAUL , MN 55164-0837	ATTN: SUSAN WINKELMANN TITLE: ASSISTANT DIRECTOR PHONE: 651-431-6500 EMAIL: SUSAN.WINKLEMANN@STATE.MN.US	PAYOR REBATES	UNLIQUIDATED			$ 934,307
47	DEPT OF VA 810 VERMONT AVE., NW WASHINGTON, DC 20420	ATTN: DENIS MCDONOUGH TITLE: VA SECRETARY PHONE: 202-273-5400 EMAIL:	CUSTOMER BALANCES	UNLIQUIDATED			$ 891,249
48	ASTRAZENECA LP 1800 CONCORD PIKE PO BOX 15437 WILMINGTON, DE 19850-5437	ATTN: ARADHANA SARIN TITLE: CHIEF FINANCIAL OFFICER PHONE: 800-456-3669 EMAIL: ARADHANA.SARIN@ASTRAZENECA.COM	PROFIT SHARING	UNLIQUIDATED			$ 885,504
49	EXPRESS SCRIPTS ONE EXPRESS WAY SAINT LOUIS, MO 63121	ATTN: AMY BRICKER TITLE: PRESIDENT PHONE: 636-346-7911 EMAIL: ABRICKER@EXPRESS-SCRIPTS.COM	CUSTOMER BALANCES	UNLIQUIDATED			$ 866,330
50	STATE OF MICHIGAN-DCH CAPITOL VIEW BUILDING 201 TOWNSEND STREET LANSING , MI 48913	ATTN: ELIZABETH HERTEL TITLE: DIRECTOR PHONE: 517-281-3574 EMAIL: ELIZABETH.HERTEL@MICHIGAN.GOV	CUSTOMER BALANCES	UNLIQUIDATED			$ 855,441

Fill in this information to identify the case:			
Debtor name	Paladin Labs Canadian Holding Inc.		
United States Bankruptcy Court for the:	Southern	District of (State)	New York
Case number (If known):			

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets-Real and Personal Property* (Official Form 206A/B)

☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)

☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)

☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)

☐ *Schedule H: Codebtors* (Official Form 206H)

☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)

☐ *Amended Schedule* _____

☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)

☒ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Security Holders

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

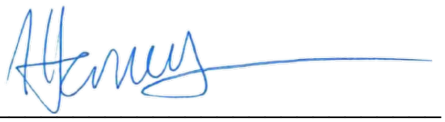
Executed on 08/16/2022
MM/DD/YYYY

x */s/ Mark T. Bradley*
Signature of individual signing on behalf of debtor

Mark T. Bradley
Printed Name

Chief Financial Officer
Position or relationship to debtor

THIS IS EXHIBIT "E"
TO THE AFFIDAVIT OF DANIEL VAS
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 17TH DAY OF AUGUST, 2022



Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc*, et al.*,	**Case No. 22-22549 (___)**
Debtors.[1]	**(Joint Administration Pending)**

DECLARATION OF MARK BRADLEY IN SUPPORT OF CHAPTER 11 PETITIONS AND FIRST DAY PAPERS

I, Mark Bradley, hereby declare under penalty of perjury that the following is true to the best of my knowledge, information, and belief:

1. I am the Chief Financial Officer of Endo International plc ("Endo Parent") and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors" and, together with their non-debtor affiliates, the "Company" or "Endo") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"). Endo operates a global specialty biopharmaceutical business that produces and sells both generic and branded products. Endo Parent, the lead Debtor, is an Irish public limited company and is the publicly-traded, ultimate parent of Endo's global enterprise headquartered in Dublin, Ireland.

2. I joined Endo in January 2007 as a Finance Director and have held several prominent roles of increasing responsibility since joining Endo, including Senior Director of Finance, Senior Vice President of Corporate Development, and Treasurer. Prior to joining Endo,

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

I spent nearly seven years as a management consultant, most recently with Deloitte Consulting, providing a broad range of strategic and operational advice and services to senior executives across a number of industries. In addition, I served as a Finance Director for an industrial products company for approximately two years. I spent the first five years of my career in public accounting at Ernst & Young LLP and received my CPA in October 1993. I hold a Bachelor of Science degree in Accounting from Saint Joseph's University and a Master of Business Administration from The University of Texas at Austin.

3. On the date hereof (the "Petition Date"), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors intend to continue in the possession of their respective properties and the management of their respective businesses as debtors in possession. To minimize any business disruption caused by the commencement of the Chapter 11 Cases, the Debtors seek various types of relief through "first day" applications and motions filed contemporaneously herewith (collectively, the "First Day Papers"). I submit this declaration (this "Declaration") in support of the Debtors' (a) voluntary petitions for relief under chapter 11 of the Bankruptcy Code and (b) the First Day Papers. I am over the age of 18, competent to testify, and authorized to submit this Declaration on behalf of the Debtors.

4. As a result of my time with the Debtors, my review of relevant documents, and my discussions with other members of the Debtors' management team, I am generally familiar with the Debtors' day-to-day operations, business affairs, books and records, and the information in the First Day Papers. The statements in this Declaration are, except where specifically noted, based on (a) my personal knowledge of the Debtors' operations and finances based on information provided by the Debtors, (b) my review of relevant documents, including information provided by

other parties, (c) information provided to me by, or discussions with, the members of the Debtors' management team or their advisors, and/or (d) my opinion based upon my experience. If called upon to testify, I would testify competently to the facts as set forth in this Declaration.

5. This Declaration is divided into three parts. *Part I* provides background information about the Debtors, their business operations, their corporate and capital structures, and the circumstances surrounding the commencement of the Chapter 11 Cases. *Part II* describes the Debtors' prepetition restructuring efforts and the path forward that the Debtors have charted for the Chapter 11 Cases. *Part III* sets forth the relevant facts in support of each of the First Day Papers.

PART I: BACKGROUND

I. The Debtors' Business

A. Business Overview and Business Segments

6. Endo is one of the country's leading specialty pharmaceutical companies. 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.

7. Endo has four principal operating segments: (a) branded pharmaceuticals ("Branded Pharmaceuticals"), (b) sterile injectables ("Sterile Injectables"), (c) generic pharmaceuticals ("Generic Pharmaceuticals"), and (d) international pharmaceuticals ("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.

1. Branded Pharmaceuticals

8. The Branded Pharmaceutical segment focuses on products that have inherent scientific, regulatory, legal, and technical complexities, and markets such products under recognizable brand names that are trademarked. After the completion of required clinical trials and testing, the Company seeks approvals from regulatory bodies, such as through the submission of applications to the Food and Drug Administration (the "FDA") for the marketing and sale of new drugs, called "New Drug Applications" ("NDAs") or applications to introduce new products into the U.S. market, called "Biologics License Applications."

9. The Branded Pharmaceuticals segment includes a variety of branded products across three product categories: (a) "Medical Therapeutics," which consists of a differentiated and durable portfolio of products that treat and manage conditions in the areas of urology, orthopedics, endocrinology, and bariatrics; (b) "Medical Aesthetics," which consists solely of Qwo®, the first and only injectable treatment for moderate-to-severe cellulite; and (c) "Established Products," a diversified portfolio of approximately ten products that are not actively promoted.

10. Key product offerings in the Medical Therapeutics portfolio include the following:

Medical Therapeutics Portfolio	Description	Revenues (in millions) FY 2021
XIAFLEX®	A non-surgical treatment for Dupuytren's contracture (for adult patients with an abnormal buildup of collagen in the fingers that limits or disables hand function) and Peyronie's disease (for adult men with a collagen plaque and a penile curvature deformity). In early 2020, Endo announced that it had initiated Xiaflex development programs for the treatment of plantar fibromatosis and adhesive capsulitis, which are continuing to progress. In the last quarter of 2021, the Company initiated a phase 2 study of its plantar fibromatosis development program.	$432
SUPPRELIN® LA	A soft, flexible 12-month hydrogel implant based on Endo's hydrogel polymer technology that delivers histrelin acetate, a	$114

	gonadotropin-releasing hormone agonist, and is indicated for the treatment of central precocious puberty in children.	
NASCOBAL®	A prescription nasal spray used as a supplement to treat vitamin B12 deficiency.	$82
AVEED®	A long-acting testosterone undecanoate for injection for the treatment of hypogonadism that is dosed only five times per year after the first month of therapy.	

11. Key product offerings in the Established Products portfolio include the following:

Established Products Portfolio	Description	Revenues (in millions) FY 2021
PERCOCET®	An opioid analgesic approved for the treatment of moderate-to-moderately-severe pain.	$104
TESTOPEL®	A long-acting implantable pellet indicated for testosterone replacement therapies in conditions associated with a deficiency or absence of endogenous testosterone.	$44
EDEX®	A penile injection used to treat erectile dysfunction caused by conditions affecting nerves, blood vessels, emotions and/or a combination of factors.	$113[2]
LIDODERM®	A topical patch product containing lidocaine that is approved for the relief of pain associated with post-herpetic neuralgia, a condition thought to result after nerve fibers are damaged during a case of herpes zoster (commonly known as shingles).	

12. Endo's pain products, including its opioid products are not, and have not been, actively promoted in the U.S. since 2016. In December 2016, Endo eliminated its entire U.S. pain product field sales force.

2. Sterile Injectables

13. The Sterile Injectables segment includes a portfolio of more than 30 product families. In this portfolio, there are several sterile injectable products that are protected by certain

[2] Other established products are included in this aggregate revenue figure.

patent rights and have inherent scientific, regulatory, legal and technical complexities, as well as other generic injectable 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. Key product offerings in this business segment include the following:

Sterile Injectable Products Portfolio	Description	Revenues (in millions) FY 2021
VASOSTRICT®	This product is indicated to increase blood pressure in adults with vasodilatory shock who remain hypotensive despite fluids and catecholamines. Vasostrict was the first vasopressin injection with an NDA approved by the FDA.	$902
ADRENALIN®	A non-selective alpha and beta adrenergic agonist indicated for emergency treatment of certain allergic reactions, including anaphylaxis.	$125
Ertapenem for injection	An injection indicated for the treatment of certain moderate to severe infections (the authorized generic of Merck Sharp & Dohme Corp.'s Invanz®).	$240[3]
APLISOL®	A sterile aqueous solution of a purified protein derivative for intradermal administration as an aid in the diagnosis of tuberculosis.	
Ephedrine sulfate injection	An alpha and beta adrenergic agonist and a norepinephrine-releasing agent indicated for the treatment of hypotension occurring in the setting of anesthesia.	

3. Generic Pharmaceuticals

14. The Generic Pharmaceutical segment focuses 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. Generic Pharmaceuticals' product

[3] Other sterile injectables are included in this aggregate revenue figure.

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), sprays, and other products that treat and manage a wide range of medical conditions. This segment includes over 130 generic product families.

15. Endo's generic portfolio also contains certain authorized generics, which are generic versions of branded products licensed by brand drug companies under an NDA and marketed as generics. Authorized generics do not face the same regulatory barriers to introduction and are not prohibited from sale during the 180-day marketing exclusivity period granted to the first-to-file Abbreviated NDA applicant. Endo's authorized generics include, among others, lidocaine patch 5% (the authorized generic of Endo's Lidoderm®), lubiprostone capsules (the authorized generic of Mallinckrodt Pharmaceuticals' Amitiza®), and sucralfate oral suspension 1 gm/10 ml (the authorized generic of AbbVie Inc.'s Carafate®).

4. International Pharmaceuticals

16. International Pharmaceuticals sells a variety of specialty pharmaceutical products outside the U.S., 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. In 2021, approximately 3% of Endo's total revenue was from customers outside the U.S. Revenues generated by this segment are primarily attributable to consumers located in Canada.

B. Debtors' Major Customers

17. The vast majority of Endo's sales are to three wholesale distributors. For the year ended December 31, 2021 and through the first half of 2022, the fulfillment of orders by, AmerisourceBergen Corporation, McKesson Corporation, and Cardinal Health, Inc., collectively,

accounted for approximately 90% of Endo's revenues.[4] These three distributors, in turn, sell Endo products to retail drug store chains, pharmacies, and managed care organizations, including health maintenance organizations, nursing homes, hospitals, clinics, pharmacy benefit management companies, and mail order customers.

C. Workforce

18. As of the Petition Date, the Debtors had approximately 1,560 employees. Of this number, approximately 170 are engaged in research and development ("R&D") and regulatory work, 480 in sales and marketing, 450 in manufacturing, 200 in quality assurance, and 260 in general and administrative capacities.[5] 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, its employees are generally not represented by unions.

D. Regulatory Matters

19. The Debtors are subject to extensive and rigorous regulatory oversight by numerous governmental entities. The Federal Food, Drug, and Cosmetic Act ("FFDCA"), the Controlled Substances Act ("CSA"), and other federal and state statutes and regulations govern or influence the testing, manufacturing, packaging, labeling, storage, recordkeeping, approval, advertising, promotion, sale, and distribution of pharmaceutical products. The Debtors must comply with these laws and the regulations, guidance documents and standards promulgated by, among others, the FDA, the Department of Health and Human Services, the Drug Enforcement Agency ("DEA"), the Bureau of Customs and Border Protection, and state boards of pharmacy.

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[4] As set forth below, PPI, EPI, PLI, and Endo Aesthetics LLC are the primary recipients of such payments.

[5] The number of employees referenced in this paragraph does not include non-Debtor employees.

20. Certain of the Debtors' subsidiaries sell products that are "controlled substances" as defined in the CSA and implementing regulations. The DEA regulates chemical compounds as Schedule I, II, III, IV, or V substances, with Schedule I substances considered to present the highest risk of substance abuse and Schedule V substances the lowest risk. The active ingredients in some of the Company's products are listed by the DEA as Schedule II or III substances under the CSA. Consequently, their manufacture, shipment, storage, sale and use are subject to a high degree of regulation.

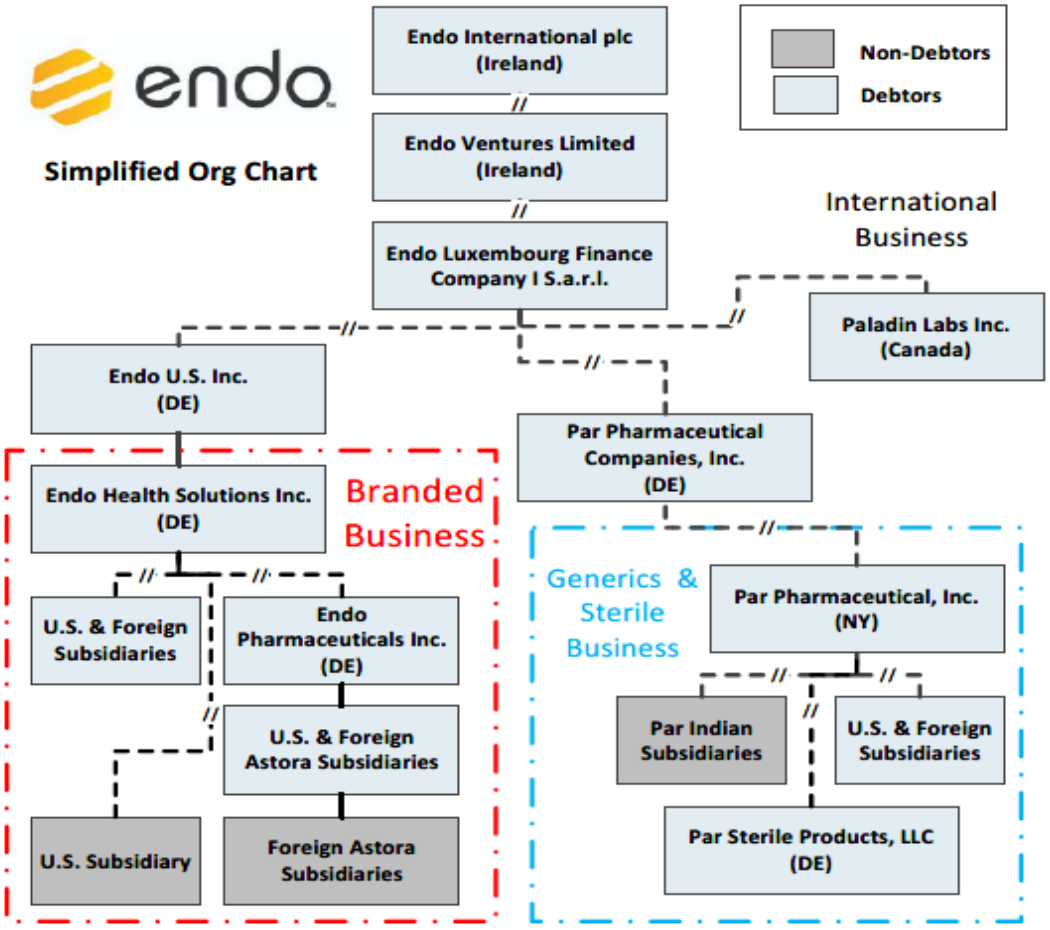
21. Outside the U.S., Endo is subject to laws and regulations that differ from those under which it operates in the U.S. In most cases, non-U.S. regulatory agencies evaluate and monitor the safety, efficacy and quality of pharmaceutical products, govern the approval of clinical trials and product registrations and regulate pricing and reimbursement. Certain international markets have differing product preferences and requirements and operate in an environment of government-mandated, cost-containment programs, including price controls, such as the Patented Medicine Prices Review Board in Canada.

II. The Debtors' Prepetition Capital Structure[6]

22. Endo Parent is a holding company that conducts business through its operating subsidiaries and, as noted above, is the ultimate parent of each Debtor in the Chapter 11 Cases. A full corporate organizational chart depicting the ownership structure of the Debtors and certain of

[6] For further details regarding the Company's prepetition capital structure, please see the *Debtors' Motion for the Entry of Interim and Final Orders (I) Authorizing Debtors' Use of Cash Collateral; (II) Granting Adequate Protection to Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* filed contemporaneously herewith.

the Debtors' non-debtor affiliates is attached hereto as **Exhibit A**. The following is a simplified organizational chart depicting Endo's principal holding and operating entities.[7]



23. As of the Petition Date, the Debtors' consolidated long-term debt obligations totaled approximately $8.15 billion arising under (a) one credit agreement, which consists of a revolving credit facility and a term loan facility, (b) four series of secured notes, and (c) four series of unsecured notes. The following is a summary of the Debtors' funded debt obligations as of the Petition Date:

[7] The simplified organizational chart is for illustrative purposes only. Please refer to the full corporate organizational chart attached hereto as **Exhibit A** for further details.

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[8]	$1,975
First Lien Notes	5.875% Senior Secured Notes due 2024	Oct. 2024	$300
	7.500% Senior Secured Notes due 2027	Apr. 2027	$2,015.5
	6.125% Senior Secured Notes due 2029	Apr. 2029	$1,295
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
		Total:	**$8,147.8**

A. Revolving Credit Facility and Term Loan Facility

24. On April 27, 2017, Debtors Endo Parent, Endo Luxembourg Finance Company I S.à r.l. ("Lux Borrower"), and Endo LLC ("Co-Borrower," and together with Lux Borrower, the "Borrowers") entered into that certain Credit Agreement (as amended by the First Amendment, dated as of March 28, 2019, the "Prior Credit Agreement," as amended and restated by the Amendment and Restatement Agreement (as defined below) and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with JPMorgan Chase Bank, N.A., as swing line lender, issuing bank (in such capacity, the "Issuing Bank"), and administrative agent (in such capacity, the "Administrative Agent"), and the lenders party thereto from time to time (such lenders, immediately prior to the date hereof, the "Prepetition First Lien Lenders" and, together with the Administrative Agent,

[8] Subject to an earlier springing maturity if the aggregate principal amount outstanding of the 7.500% Notes and the Second Lien Notes (each as defined below), 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.

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"). The Credit Agreement provides for 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"). In connection with the Credit Agreement, certain subsidiaries of Endo Parent entered into that certain subsidiary guaranty, dated as of April 27, 2017 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"), among Endo Parent, the Borrowers, the various guarantor parties thereto (including any subsidiary of Endo Parent that executed a joinder thereto, the "Guarantors"), and the Administrative Agent.

25. On March 25, 2021, Endo Parent, the Borrowers, and certain of the Prepetition First Lien Loan Secured Parties entered into that certain Amendment and Restatement Agreement (the "Amendment and Restatement Agreement") which amended and restated the Prior Credit Agreement in order to, among other things, (a) refinance in full the existing term loans under the Prior Credit Agreement, which had approximately $3.295 billion of principal outstanding, with the proceeds from (i) a new tranche of senior secured term loans in an aggregate principal amount of $2 billion maturing in March 2028 (subject to an earlier springing maturity if the aggregate principal amount outstanding of the 7.500% Notes and the Second Lien Notes (each as defined below), 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) and (ii) $1.295 billion of newly issued 6.125% Senior Secured Notes due 2029 (the "6.125% Notes"), and (b) extend the maturities of approximately $675.3 million of existing revolving commitments under the Revolving Credit Facility to March 2026. After giving effect to the Amendment and Restatement

Agreement, the Credit Agreement provided for a $1 billion Revolving Credit Facility (in total availability) and a $2 billion Term Loan Facility. Borrowings under the Revolving Credit Facility bear interest, at Endo Parent and the Borrowers' election, at a rate *per annum* equal to (a) the London Interbank Offered Rate ("LIBOR") plus an applicable margin between 1.50% and 3.00% depending on the Company's total net leverage ratio or (b) the Alternate Base Rate (as defined in the Credit Agreement) plus an applicable margin between 0.50% and 2.00% depending on the Company's total net leverage ratio. Borrowings under the Term Loan Facility bear interest, at Endo Parent and the Borrowers' election, at a rate *per annum* equal to (a) LIBOR plus 5.00%, subject to a LIBOR floor of 0.75%, or (b) the Alternate Base Rate plus 4.00%, subject to an Alternate Base Rate floor of 1.75%.

26. To secure the obligations arising under the Credit Agreement and the First Lien Notes (as defined below), Co-Borrower and certain Guarantors entered into, among other things, that certain US Pledge and Security Agreement, dated as of April 27, 2017 (as acknowledged and confirmed by that certain Acknowledgment and Confirmation, dated as of March 25, 2021, and as may be amended, restated, supplemented, or otherwise modified from time to time, the "US Pledge and Security Agreement," together with all other first-lien security documents executed and/or delivered by Endo Parent, the Borrowers, and Guarantors, to or in favor of the Prepetition First Loan Secured Parties, including, without limitation, all intellectual property security agreements, mortgages, and pledges, the "First Lien Prepetition Security Documents"), granting Wilmington Trust, N.A., in its capacity as collateral trustee (in such capacity and including any successors thereto, the "First Lien Collateral Trustee"), first-priority liens on and security interests in

substantially all of the Debtors' assets, including all proceeds thereof (the "Prepetition Collateral").[9]

27. As of the Petition Date, (a) approximately $277 million was outstanding under the Revolving Credit Facility and (b) approximately $1.98 billion was outstanding under the Term Loan Facility.

B. First Lien Notes and Second Lien Notes

28. 6.125% Notes: On March 25, 2021, Debtors Lux Borrower and Endo U.S. Inc. ("Endo US" and together with Lux Borrower, the "6.125% Notes Issuers"), issued the 6.125% Notes (the "6.125% Notes," and the holders thereof, the "6.125% Senior Secured Noteholders") pursuant to that certain Indenture, dated as of March 25, 2021 (as may be amended, restated, supplemented, or otherwise modified from time to time, the "6.125% Notes Indenture"), by and among, Computershare Trust Company, National Association, as trustee ("Computershare" and in such capacity and including any predecessors and successors thereto, "6.125% Notes Indenture Trustee" and, together with the holders of 6.125% Notes and the First Lien Collateral Trustee, collectively, the "6.125% Notes Secured Parties"), the guarantors party thereto (the "6.125% Notes Guarantors"), and the 6.125% Notes Issuers. The 6.125% Notes are secured on a *pari passu* basis by first-priority liens on, and security interests in, the Prepetition Collateral in accordance with the terms of the First Lien Prepetition Security Documents and the First Lien Collateral Trust Agreement. As of the Petition Date, approximately $1.295 billion was outstanding under the 6.125% Notes Indenture.

[9] In addition to securing the obligations under the Credit Agreement, the US Pledge and Security Agreement secures the obligations arising under the 6.125% Notes Indenture, 7.500% Notes Indenture, and the 5.875% Notes Indenture (each as defined below) with grants of first-priority liens and security interests. The term "Secured Obligation" as used in the US Pledge and Security Agreement's granting clause is defined by reference to the First Lien Collateral Trust Agreement (as defined below). In that agreement, Secured Obligations include any debt designated as secured debt, including certain future debt.

29. 7.500% Notes: On March 28, 2019, Debtor Par Pharmaceuticals, Inc. ("Par Pharma") issued $1.5 billion aggregate principal amount of 7.500% senior secured notes due on April 1, 2027 (the "7.500% Notes," and the holders thereof, the "7.500% Senior Secured Noteholders"), pursuant to that certain Indenture, dated March 28, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "7.500% Notes Indenture"), by and among Par Pharma, as issuer (the "7.500% Notes Issuer"), the guarantors party thereto (the "7.500% Notes Guarantors"), and Computershare, 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"). The 7.500% Notes are secured on a *pari passu* basis by first-priority liens on, and security interests in, the Prepetition Collateral in accordance with the terms of the First Lien Prepetition Security Documents and the First Lien Collateral Trust Agreement. In June 2020, the Company executed certain transactions which included, among others, an additional issuance of 7.500% Notes under the 7.500% Notes Indenture in the aggregate principal amount of approximately $516 million (hereinafter, the "2020 Refinancing Transactions"). As of the Petition Date, approximately $2 billion was outstanding under the 7.500% Notes Indenture.

30. 5.875% Notes: On April 27, 2017, Debtors Endo Designated Activity Company ("Endo DAC"), Endo Finance LLC ("Endo Finance"), and Endo Finco Inc. ("Endo Finco," and together with Endo Finance and Endo DAC, the "5.875% Notes Issuers") issued $300 million aggregate principal amount of 5.875% senior secured notes due October 15, 2024 (the "5.875% Notes," and the holders thereof, the "5.875% Senior Secured Noteholders"; the 5.875% Notes, together with the 7.500% Notes and the 6.125% Notes, the "First Lien Notes"), pursuant to that certain Indenture, dated April 27, 2017 (as amended, restated, supplemented, or otherwise

modified from time to time, the "5.875% Notes Indenture"), by and among Computershare 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"; 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," and together with the Prepetition First Lien Loan Secured Parties, the "Prepetition First Lien Secured Parties"), the guarantors party thereto (the "5.875% Notes Guarantors"), and the 5.875% Notes Issuers. The 5.875% Notes are secured on a *pari passu* basis by first-priority liens on, and security interests in, the Prepetition Collateral in accordance with the terms of the First Lien Prepetition Security Documents and the First Lien Collateral Trust Agreement. As of the Petition Date, approximately $300 million was outstanding under the 5.875% Notes Indenture.

31. Second Lien Notes: On June 16, 2021, Debtors Endo DAC, Endo Finance, and Endo Finco (the "Second Lien Notes Issuers") issued $940.6 million aggregate principal amount of 9.50% senior secured second lien notes due July 31, 2027 (the "Second Lien Notes," and the holders thereof, the "Second Lien Noteholders"), pursuant to that certain Indenture, dated June 16, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Indenture," and together with the 5.875% Notes Indenture, 7.500% Notes Indenture, and 6.125% Notes Indenture, the "Secured Notes Indentures"), by and among, Wilmington Savings Fund Society, FSB, as trustee (in such capacity and including any predecessors and successors thereto, the "Second Lien Indenture Trustee"), the Second Lien Notes Issuers, and the guarantors party thereto (the "Second Lien Notes Guarantors"). The Second Lien Notes are secured by a second-priority lien on, and on a junior basis with respect to, the Prepetition Collateral in

accordance with the terms of the Second Lien Prepetition Security Documents and the Second Lien Collateral Trust Agreement (each as defined below). As of the Petition Date, approximately $941 million was outstanding under the Second Lien Indenture.

32. To secure the obligations arising under the Second Lien Indenture, Co-Borrower and certain Guarantors entered into, among other things, that certain Second Lien US Pledge and Security Agreement, dated as of June 16, 2020, as may be amended, restated, supplemented, or otherwise modified from time to time (such agreement, together with all other second lien security documents executed and/or delivered by Endo Parent, the Borrowers, and Guarantors, to or in favor of Wilmington Savings Fund Society, FSB, as trustee, and the Second Lien Noteholders, including, without limitation, all intellectual property security agreements, mortgages, and pledges, the "Second Lien Prepetition Security Documents"), granting Wilmington Trust, N.A., in its capacity as collateral trustee (in such capacity, the "Second Lien Collateral Trustee," and together with Second Lien Indenture Trustee, Second Lien Noteholders, and the Prepetition First Lien Secured Parties, the "Prepetition Secured Parties"), second-priority liens on, and security interests in, the Prepetition Collateral.

C. Collateral Trust Agreements

33. On April 27, 2017, the Prepetition Loan Parties, the Prepetition First Lien Notes Parties, the Administrative Agent, the First Lien Indenture Trustee, and the First Lien Collateral Trustee entered into a collateral trust agreement (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to any joinders, 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.

34. On June 16, 2020, the Prepetition Second Lien Notes Parties, the Second Lien Indenture Trustee, and the Second Lien Collateral Trustee entered into that certain second lien collateral trust agreement (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. Both the First Lien Collateral Trust Agreement and the Second Lien Collateral Trust Agreement provide that the Prepetition Secured Parties may exercise remedies with respect to the Prepetition Collateral (subject, in all respects, to the 1L-2L Intercreditor Agreement (as defined below)) by directing the First Lien Collateral Trustee or the Second Lien Collateral Trustee, as applicable, pursuant to an Act of Required Secured Parties (as defined in each of the First Lien Collateral Trust Agreement and the Second Lien Collateral Trust Agreement, respectively).[10]

D. 1L-2L Intercreditor Agreement

35. 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, or otherwise modified from time to time, the "1L-2L Intercreditor Agreement"). The 1L-2L Intercreditor Agreement governs, among other things, the relative rights,

[10] Under the First Lien Collateral Trust Agreement, an "Act of Required Secured Parties" means a written direction delivered to the First Lien Collateral Trustee "by or with the written consent of either the holders of or the Secured Debt Representatives representing the holders of more than 50% of the sum of: (a) the aggregate outstanding principal amount of Secured Debt (including the face amount of outstanding letters of credit whether or not then available or drawn); and (b) other than in connection with the exercise of remedies, the aggregate unfunded commitments to extend credit which, when funded, would constitute Secured Debt." First Lien Collateral Trust Agreement § 1.1. The definition of the term "Act of Required Secured Parties" as used in the Second Lien Collateral Trust Agreement with respect to the Prepetition Second Lien Notes Secured Parties is identical to the definition of the "Act of Required Secured Parties" as used in the First Lien Collateral Trust Agreement with respect to the Prepetition First Lien Secured Parties. *See* Second Lien Collateral Trust Agreement § 1.1.

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. 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 holders 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 Section 1.1 of 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. *See* 1L-2L Intercreditor Agreement § 5.2.

E. Unsecured Notes

36. Certain of the Debtors have also issued the following unsecured notes with Wells Fargo acting as indenture trustee for each (collectively, the "Unsecured Notes"):[11]

- 5.375% Senior Notes due 2023 issued by Endo Finance and Endo Finco and guaranteed by the Guarantors, pursuant to that certain indenture, dated June 30, 2014;
- 6.000% Senior Notes due 2025 issued by Endo DAC, Endo Finance, and Endo Finco and guaranteed by the Guarantors, pursuant to that certain indenture, dated January 27, 2015;
- 6.000% Senior Notes due 2023 issued by Endo DAC, Endo Finance, and Endo Finco and guaranteed by the Guarantors, pursuant to that certain indenture, dated July 9, 2015; and
- 6.000% Senior Notes due 2028 issued by Endo DAC, Endo Finance, and Endo Finco and guaranteed by the Guarantors, pursuant to that certain indenture, dated June 16, 2020.

[11] In connection with the 2020 Refinancing Transactions, Endo DAC, Endo Finance and Endo Finco, as applicable, solicited, and obtained, the consent of the holders of the 6.000% 2023 unsecured notes, the 6.000% 2025 unsecured notes, and the 5.375% 2023 unsecured notes to, among other things, eliminate certain of the (a) restrictive covenants, (b) affirmative covenants, and (c) events of default. On May 28, 2020 and June 4, 2020, the foregoing issuers and unsecured noteholders entered into supplemental indentures memorializing these terms.

37. As of the Petition Date, approximately $1.345 billion was outstanding under the Unsecured Notes.

F. Equity

38. As of April 28, 2022, Endo had approximately 235 million shares of common stock issued. At the close of trading immediately before the Petition Date, the share price was $0.37. Endo Parent trades on the NASDAQ under the ticker "ENDP."

III. Events Precipitating the Chapter 11 Cases

39. 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 a chapter 11 process. 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 that 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.

A. Declining Business Performance Leads to Overleveraged Capital Structure

40. The Company's recent financial performance has deteriorated. Last week, in connection with the Company's second quarter public filings, it reported an approximately 20% year-over-year decline in revenue and 53% decline in adjusted EBITDA. This decline was largely due to the precipitous drop in sales of Vasostrict, which accounted for approximately 30% of the Company's 2021 revenue.

41. The drop in Vasostrict 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 ("District of Delaware"). Beginning in April 2018, Par Sterile Products, LLC

("PSP LLC") and Par Pharmaceutical, Inc. ("PPI") received notice letters from Eagle Pharmaceuticals, Inc. ("Eagle"), among others, advising of the filing of Abbreviated NDAs ("ANDAs") and NDAs for generic versions of Vasostrict. In May 2018, PSP LLC, PPI, and Endo Par Innovation Company, LLC filed lawsuits against Eagle and others in the District of Delaware. A trial was held in July 2021, and in August 2021, the district court held that Eagle's proposed generic product would not infringe PPI's patent claims. The Company has appealed this ruling.

42. During the first quarter of 2022, multiple competitive generic alternatives to Vasostrict were launched, beginning with Eagle's generic that was launched at risk and began shipping toward the end of January 2022.[12] Since then, additional competitive alternatives entered the market, including an authorized generic. As of the Petition Date, there are five participants currently competing in the market (including the Company). 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.

43. 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 Vasostrict.[13]

44. Consequently, the revenue from Vasostrict declined significantly. For the first half of this year, Vasostrict revenue declined approximately 55% (or $230 million) year-over-year.

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[12] An "at risk" launch is when a company introduces a generic drug product before conclusion (including appeals) of any patent infringement litigation.

[13] When compared to pre-COVID-19 levels, Vasostrict has generally experienced increased sales volumes as a result of the COVID-19 pandemic based primarily on increased utilization levels associated with treating patients infected with COVID-19, including those with vasodilatory shock.

And in the second quarter of this year, Vasostrict revenue declined by nearly 82% year-over-year. On a long-term basis, the Company expects Vasostrict sales to continue to fall.

45. Additionally, 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 medical and administrative staff shortages in physicians' offices. These more recent trends have also dampened the future growth expectation for Xiaflex.

46. 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 7x its last twelve months of adjusted EBITDA (approximately $1.22 billion) and greater than 10x its anticipated 2022 EBITDA (approximately $775 million), 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.

47. 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.

48. 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 healthy 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

1. Opioid Lawsuits

49. Certain of the 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® and Opana® ER (together, the "Opana Medications"), which were approved by the FDA in 2006.

50. In 2016, the Company ceased promoting the Opana Medications and all other opioid products to healthcare providers in the U.S., eliminated its entire U.S. pain salesforce, and discontinued all R&D of new opioid products. In 2017, at the request of the FDA, the Company voluntarily removed Opana® ER from the market, despite the FDA and DEA having never taken any enforcement steps against the Company in connection with the Opana Medications. Since June 2019, the Debtors have not sold any Opana Medications. However, as described further below, certain of the Debtors continue to manufacture and sell generic opioid medication (the "Generic Opioids").

51. 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 U.S.; a handful have been filed in Canada as proposed class actions. 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 laws, racketeering, and common law fraud and negligence, among other claims (collectively, the "Opioid Claims"). The Opioid Claims are generally based on allegations that the defendant Debtors, among others, (a) made misrepresentations and/or omissions in connection with their sale and marketing of prescription opioid medications, and (b) failed to take adequate steps to identify and report suspicious orders and to prevent abuse and diversion.

52. 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. The Opioid Plaintiffs seek various remedies, including: (a) declaratory and/or injunctive relief; (b) compensatory, punitive and/or treble damages; and (c) restitution, disgorgement, civil penalties, abatement, and attorneys' fees and costs. Many Opioid Plaintiffs, particularly the government entities, seek very substantial recovery for costs they allegedly incurred or expect to incur in the future to address the consequences of opioid-related addiction,

including the provision of various public services that they allege are related to opioid addiction, or otherwise abate the opioid crisis.

53. Notably, the Debtors' opioid products did not reach any patients except through a lengthy set of third-party intermediaries and gatekeepers, including regulators, distributors, insurers, pharmacists and doctors. Indeed, as noted above and consistent with previous years, 90% of Endo's revenue for the year ended 2021 was attributable to three distributors: AmerisourceBergen, McKesson Corporation, and Cardinal Health, Inc. The Debtors had limited insight into precisely where their products ended up, who used them, or whether anyone abused them contrary to their FDA-approved labeling. In short, there is a long chain of intervening events that occur between the Debtors' manufacture or sale of an opioid medication and any eventual illegal abuse.

54. Additionally, my understanding is that the Opana Medications—the focus of the Opioid Plaintiffs' theory of misleading marketing by Endo—never accounted for more than 0.93% of the U.S. opioid market. Further, from 2012 to 2017, the main period in which the Opioid Plaintiffs allege the defendant Debtors engaged in wrongful conduct, the Opana Medications' share of the total U.S. opioid market ranged from a mere 0.25% to 0.53%.

55. In the eight years since the first opioid suit was filed against the Company: no verdicts have been rendered against any Debtor on the merits; there have been around a dozen settlements; and the one case against the Company that did reach judgment on the merits (which included among the plaintiffs the most populous county in the United States) was rendered in the Company's favor on all counts, including on claims of public nuisance, false advertising, and unfair competition. *See People v. Purdue Pharma L.P.*, Case No. 30-2014-00725287-CU-BT-CXC, 2021 WL 7186146 (Cal. Super. Dec. 14, 2021). 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.

56. Since 2019, the Company and/or its subsidiaries have executed 12 settlement agreements to resolve Opioid Claims brought by Opioid Plaintiffs. Notably, since late 2021, the Company and/or certain of its subsidiaries have executed numerous significant opioid-related settlement agreements with governmental Opioid Plaintiffs, including with the offices of the New York Attorney General, Alabama Attorney General, Texas Attorney General, Florida Attorney General, Louisiana Attorney General, West Virginia Attorney General, Arkansas Attorney General, Mississippi Attorney General, and the San Francisco City Attorney. As of the Petition Date, the Company has paid approximately $242 million pursuant to certain of its opioid-related settlements.

57. While the foregoing settlements have made some inroads in reducing the number of pending Opioid Lawsuits, 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. The continued costs and uncertainty around these litigations are a serious drain on the Company's resources and jeopardize its going concern value. To date, the Company estimates they have incurred expenses of approximately $344 million in defending the Opioid Lawsuits. In addition to this financial drain, defending against the Opioid Lawsuits has required the Debtors' management team and key employees to devote substantial time and focus

on, among other things, defense strategies, settlement proposals, diligence, discovery, and depositions. In short, the continued litigation of the Opioid Lawsuits is simply unsustainable.

2. Other Material Litigation

58. 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; (c) other antitrust; and (d) ranitidine.[14]

(a) Generic Pricing

59. 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. Most of the U.S. cases (those filed in or removed to U.S. federal courts) are currently pending in a Multidistrict litigation ("MDL") in the U.S. District Court for the Eastern District of Pennsylvania. Some claims are based on alleged product-specific conspiracies and other claims allege broader, multiple-product conspiracies. Under these overarching theories, plaintiffs generally seek to hold all alleged participants in a particular alleged conspiracy jointly and

[14] In addition to these categories of lawsuits, the Company is a defendant to, among other lawsuits, a putative securities class action.

severally liable for all harms caused by the alleged conspiracy, not just harms related to the products manufactured and/or sold by a particular defendant.

(b) Mesh Claims

60. The Company and certain of its subsidiaries, including American Medical Systems Holdings, Inc. ("AMS") (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 in Canada, Australia, and other countries. 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. The plaintiffs generally allege that the products caused personal injury, including chronic pain, incontinence, inability to control bowel function, and permanent deformities.

61. 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

62. 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. A brief description of each follows:

(i) Opana® ER: Direct and indirect purchasers of Opana® ER, individual retailers, and health care benefit plans filed complaints against EHSI, EPI, Impax Laboratories, LLC ("Impax") and Penwest Pharmaceuticals Co.

(which EPI had acquired) alleging violations of antitrust law arising from an agreement reached by EPI and Impax to settle certain patent infringement litigation and EPI's introduction of reformulated Opana® ER, a pain relief medication. The cases were consolidated into an MDL in the U.S. District Court for the Northern District of Illinois. Both classes of plaintiffs were certified in June 2021. In July 2022, a jury returned a verdict in favor of EHSI and EPI. Recently, the plaintiffs filed a motion for judgment as a matter of law or a new trial.

(ii) AndroGel®: Beginning in 2009, the FTC and multiple private plaintiffs sued the entity now known as Endo Generics Holdings, Inc. ("EGHI") (f/k/a Par Pharmaceutical Companies, Inc. ("PPCI")) and PPI, among others, alleging violations of antitrust law arising from the settlement of certain patent litigation concerning the generic version of AndroGel, a testosterone medication. While the majority of these cases were consolidated into an MDL and voluntarily dismissed or settled, there remains one lawsuit pending in the U.S. District Court for the Eastern District of Pennsylvania that was filed in August 2019 by several alleged direct purchasers.

(iii) Exforge®: Proposed classes of direct and indirect purchasers and certain retailers have filed complaints in the U.S. District Court for the Southern District of New York against PPI, EPI, and Endo Parent, among others, alleging violations of antitrust law arising out of the settlement of certain patent litigation concerning the generic version of Exforge, a hypertension medication. The claims against EPI and Endo Parent have been dismissed. Certain plaintiffs' motions for class certification are pending, as are defendants' motions for summary judgment.

(iv) Seroquel XR®: Proposed classes of direct and indirect purchasers and certain retailers have filed putative class action complaints in the U.S. District Court for the Southern District of New York against PPI, among others, alleging violations of antitrust law arising out of the settlement of certain patent litigation concerning generic versions of Seroquel XR, an antipsychotic medication. In August 2020, the cases were transferred to the U.S. District Court for the District of Delaware. In January 2021, the defendants, including PPI, filed motions to dismiss. In July 2022, the court dismissed certain claims asserted under state law but otherwise denied the defendants' motions to dismiss.

(v) Xyrem®: A proposed class of indirect purchasers and others have filed individual and putative class actions against PPI, among others, in connection with the settlement of certain patent litigations concerning generic versions of Xyrem, a narcolepsy drug. Those cases filed in federal court are currently coordinated in an MDL pending in the U.S. District Court for the Northern District of California; these cases are currently in discovery. More recently, Aetna filed a complaint against PPI in California state court alleging similar claims.

(vi) Amitiza®: A proposed class of direct purchasers have filed putative class action complaints in the U.S. District Court for the District of Massachusetts against PPI alleging violations of antitrust law arising out of the settlement of certain patent litigation concerning generic versions of Amitiza, a constipation and irritable bowel syndrome treatment. In December 2021, PPI filed a motion to dismiss.

(vii) Colcrys®: A proposed class of purchasers has filed a putative class action complaint in the U.S. District Court for the Eastern District of Pennsylvania alleging violations of federal antitrust law in connection with the settlement of certain patent litigation related to generic versions of Colcrys, an anti-inflammatory drug. In February 2022, the defendants filed a motion to dismiss the amended complaint, which the court granted in part and denied in part in March 2022. The case is currently in discovery.

(viii) Impax: The FTC has filed a lawsuit in the U.S. District Court for the District of Columbia alleging that the 2017 settlement of a contract dispute between EPI and Impax (now Amneal) constituted unfair competition in violation of Section 5(a) of the FTC Act. In March 2022, the court granted the defendants' motion to dismiss; in May 2022, the FTC appealed to the U.S. Court of Appeals for the District of Columbia.

(d) Ranitidine Claims

63. The Company's subsidiary PPI was named in an 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. These plaintiffs generally seek various remedies including, without limitation, compensatory, punitive, and/or treble damages; restitution, disgorgement, civil penalties, and abatement; attorneys' fees and costs; and injunctive and/or other relief. 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, including California, Pennsylvania, and Illinois.

64. Defending these and other pending lawsuits has resulted in significant professional fees and costs. In the aggregate, the Company spends approximately $21 million on litigation-related fees and expenses per month—notably, on an annual basis, this is approximately 2x capital invested in R&D in 2021. These lawsuits, in addition to the Opioid Lawsuits, create 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 appeals.

PART II: PREPETITION NEGOTIATIONS & PATH FORWARD

I. Prepetition Restructuring Efforts

65. In January 2018, the Company retained Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden") 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 ("PJT") in February 2018 and Alvarez & Marsal ("A&M") in May 2021 as its financial advisors.

66. 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.

67. 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 address its capital structure and other contingent liabilities. In connection with these efforts, 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").[15] The Company also authorized PJT to launch of a formal sales process at this time. After preparing robust marketing materials, PJT contacted approximately 76 parties, including 36 strategic and 40 financial buyers regarding potential interest in an acquisition of the Company. The Company informed potentially interested parties that they were receptive to bids to acquire the business, as a whole or by business segment. Of the potential bidders contacted, 23 executed non-disclosure agreements and 8 ultimately submitted indications of interest. Five bidders received management presentations and were granted access to a virtual data room. 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").

68. 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

69. Since 2019, the Company has at various times been actively negotiating with the Opioid Committees to attempt to negotiate a broad-based resolution of Opioid Claims. In March 2020, the Company agreed to pay for professionals to advise the State AG Committee in settlement negotiations with the Company. Since then, the Company's and Opioid Committees' advisors (a)

[15] Upon information and belief, there are also some Prepetition First Lien Lenders and Prepetition First Lien Noteholders in the Ad Hoc Cross-Holder Group.

held many calls, (b) exchanged hundreds of emails, (c) exchanged voluminous documents, and (d) discussed various constructs for a potential global settlement.

70. At bottom, several threshold challenges impacted these discussions. For example, the Opioid Committees did not have the ability to bind, control, or deliver the agreement of other Opioid Plaintiffs to any resolution that the Company reached with the Opioid Committees. Therefore, in an out-of-court context, the Company did not have a clear path to achieve full closure with respect to the Opioid Lawsuits. In addition, the State AG Committee sought injunctive terms that the Company believed were overly burdensome and more stringent than those agreed to with other opioid defendants. Thus, despite extensive efforts by both sides, the parties were unable to reach agreement on injunctive terms at the time.

71. Another impediment to these negotiations was that the parties were unable to reach an agreement on settlement value. In the Company's view, the Opioid Committees' settlement demands consistently were out of proportion to the Company's view of its liability and its ability to pay. While the Company believes the Opioid Plaintiffs' theories of liability are without merit, it nonetheless was prepared to make a significant, long-term financial contribution to the Opioid Plaintiffs to resolve the Opioid Lawsuits. However, the Opioid Committees were demanding settlement amounts that the Company did not believe it could afford, especially in light of the Company's significant other obligations and contingent liabilities.

72. The negotiations with the Opioid Committees slowed around the time when the Company announced its 2022 first quarterly earnings. As discussed above, the Company's revenue and earnings dropped during this time period, primarily as a result of the loss of patent exclusivity with respect to the Company's Vasostrict product. Taking into account this impact 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 of cash over the next 24 months, and (c) the Company may be unable to refinance its debt in the future as it became due, especially when considering the need to address its contingent liabilities. This confluence of factors—namely, among others, the inability to reach an agreement with the Opioid Committees on an out-of-court resolution, numerous upcoming trials, discovery demands, 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

73. Beginning in late 2021, the Company commenced active discussions regarding potential restructuring frameworks with the Ad Hoc Cross-Holder Group. The Company previously agreed to pay for the Ad Hoc Cross-Holder Group's advisors, including counsel, investment bankers, and/or financial advisors, to assist in their development of a workable solution. 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.

74. 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.

75. 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 (the "RSA") with the Ad Hoc First Lien Group 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

76. The Stalking Horse Bid. Once the Debtors' path towards a 363 Sale came into focus, the Debtors and the Ad Hoc First Lien Group worked quickly to develop and negotiate the RSA, a sale term sheet (the "Term Sheet"), and bidding procedures. The centerpiece 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 "Purchaser") to purchase substantially all of the Company's assets. The Stalking Horse Bid will provide a value "floor" to entice further bidding.

77. 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 Opioid Plaintiffs who elect to voluntarily participate in such trusts.

78. As more fully set forth in the RSA filed contemporaneously herewith, 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. Importantly, 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.

79. Auction Process. To ensure that the Stalking Horse Bid is the highest or 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. Further, 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.

80. The Debtors are hopeful that the Stalking Horse Bid will stoke interest in their assets—interest that was evidenced in the prior marketing process. The Debtors also 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.

81. Voluntary Opioid Trusts. 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. Specifically, 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. 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, the Prepetition First Lien Secured Parties, and their related parties. The Voluntary Opioid Trusts consist of a public trust, which will be funded with $450 million over ten years, for the benefit of governmental Opioid Claimants (the "Public Trust"); a private trust, which will be funded with $85 million, for the benefit of private Opioid Claimants; and a trust (which will be administrated through a sub-trust of the public opioid trust) for the benefit of Native American Tribe Opioid Claimants, which will be funded with $15 million. 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 Public Trust.

82. Wind-Down Amount. 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 Date (as defined in the RSA), subject to a budget (the "Wind-Down 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 administrative expenses arising after the Closing

Date. Notably, the Debtors negotiated an amount of $122 million for their wind-down process, subject to adjustments described in the Wind-Down Budget.

83. Consensual Cash Collateral Use. 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.

II. The Debtors' Path Forward

84. The Debtors' objective in these Chapter 11 Cases is simple—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.

85. 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 these 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.

86. As to the Opioid Plaintiffs, the Debtors have engaged in extensive 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. Notably, 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.

87. In addition, shortly after the Petition Date the Debtors intend to seek relief from this 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 these 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 these Chapter 11 Cases and would distract management's attention away from pursuing the sale process and managing the Debtors' day-to-day operations in chapter 11.

88. The Debtors have engaged Roger Frankel of Frankel Wyron LLP as future claims representative (the "Proposed FCR") to represent the interests of individuals with potential future claims relating to the Company's opioid products, transvaginal mesh products, and ranitidine products.[16] Mr. Frankel's appointment as FCR was a result of, in part, Mr. Frankel's extensive work as future claims representative in other major cases involving substantial opioid and other liabilities. To date, the Proposed FCR has retained counsel, an investment banker, and a claims estimation consultant to better understand the Debtors' businesses, nature of the claims, and certain pending litigation. The Debtors have worked constructively with the Proposed FCR and his advisors over the last several weeks, including by granting them access to a data room for purposes

[16] Shortly after the Petition Date, the Debtors intend to file a motion seeking the appointment of Mr. Frankel as the future claimants' representative.

of conducting due diligence and by continuing to provide additional documents and respond to additional diligence requests from the advisors on a rolling basis.

89. Finally, the Debtors intend to file a motion seeking 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 this 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).

PART III: FIRST DAY PAPERS

90. To facilitate their restructuring efforts, to minimize any adverse effects of commencing the Chapter 11 Cases, and to promote a smooth transition into chapter 11, the Debtors have filed the First Day Papers, each as listed on **Exhibit B** attached hereto, concurrently with this Declaration and respectfully request that this Court enter the proposed orders granting such First Day Papers. I have reviewed each of the First Day Papers and proposed orders and the facts set forth therein are true and correct to the best of my knowledge, information, and belief. I believe that the relief sought in each First Day Paper (a) is vital to enable the Debtors to make the transition to, and operate in, chapter 11 with minimum interruption or disruption to their businesses or loss of productivity or value and (b) constitutes a critical element in maximizing value during the Chapter 11 Cases.

I. Administrative Papers

91. The Debtors have filed six "administrative" papers 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 (f/k/a Prime Clerk LLC) ("Kroll") 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.

A. Joint Administration Motion

92. The Debtors have requested that the Chapter 11 Cases be jointly administered for procedural purposes only. As set forth above, the Debtors are affiliated with each other. Joint administration of these cases will avoid the unnecessary time and expense of duplicative motions, applications, orders, and other papers and related notices that otherwise would need to be filed in all of the cases absent joint administration. Accordingly, joint administration will save considerable time and expense.

B. Consolidated List of Creditors Motion

93. The Debtors seek entry of an order (a) waiving the requirement that each Debtor files a list of its 20 largest unsecured creditors on the Petition Date, (b) authorizing the Debtors to file a single consolidated list of their 50 largest unsecured, non-insider creditors in lieu of each of the Debtors filing a list of its 20 largest unsecured creditors, (c) authorizing the Debtors and Kroll, the Debtors' proposed claims and noticing agent to redact personally identifiable information for any individual listed or appearing in any document filed with the Court and/or otherwise made publicly available by the Debtors and the claims and noticing agent, (d) authorizing the claims and noticing agent to withhold publication of claims filed by individuals until entry of an order establishing deadlines for filing proofs of claim and granting related relief, (e) authorizing the Debtors to implement certain procedures for the mailing and publication of the notice to creditors and other parties-in-interest announcing the commencement of the Chapter 11 Cases, and (f) granting related relief.

94. Because the Debtors are all affiliates and certain of them share many creditors, I believe that filing a consolidated list of the Debtors' 50 largest unsecured, non-insider creditors would facilitate the U.S. Trustee's review of creditors' claims and, to the extent necessary, the appointment of a creditors' committee in the Chapter 11 Cases. By contrast, the filing of separate lists of the 20 largest unsecured claims for each Debtors (76 in aggregate) would serve no purpose and would be of limited utility since the top creditors of the Debtors overlap, and certain Debtors may have fewer than 20 significant unsecured creditors. As such, the Debtors believe that filing a single consolidated list of the 50 largest unsecured, non-insider creditors in the Chapter 11 Cases is more appropriate and would utilize the Debtors' resources more efficiently.

95. I believe multiple factors demonstrate the need to redact personally identifiable information for any individual listed or appearing in any document filed with the Court and/or otherwise made publicly available by the Debtors and the claims and noticing agent. First, the Debtors are not familiar with the personal circumstances of each of the Debtors' 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. While the Debtors understand the concerns that arise from imposing potential impediments on certain creditors' ability to communicate and organize, they maintain that measures can be implemented to facilitate any necessary communications while maintaining a baseline of confidentiality and protection.

96. Second, the Debtors are sensitive to the privacy and safety concerns of their former and current employees and other individuals. These concerns are compounded and paramount in the Chapter 11 Cases given the extensive media coverage and attention the Debtors have received and anticipate they will continue receiving. In addition, 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. Such 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.

97. Third, based on discussions with the Company's advisors, including Skadden, I understand that the European General Data Protection Regulation (the "EU GDPR") and the United Kingdom Data Protection Act of 2018 and the United Kingdom General Data Protection Regulation (together, the "UK GDPR"), and similar laws in other countries impose significant constraints on the processing of information relating to identified or identifiable individuals (which includes names and home addresses of individuals). I further understand that the EU GDPR and UK GDPR applies to all organizations processing personal data in the context of an establishment in a European Economic Area member state and the United Kingdom and that violators risk severe penalties.

98. I believe that redaction from any paper filed or to be filed with the Court in these Chapter 11 Cases, including the List of Creditors, the Claims Registers, and the Schedules would protect sensitive information that could be used to perpetrate identity theft or to locate survivors of domestic violence, harassment, or stalking. Additionally, I believe that such redaction will help to ensure compliance with the EU GDPR, and thereby help to insulate the Debtors from potential civil liability and significant financial penalties.

99. I further believe that cause exists to authorize the claims and noticing agent to withhold publication of claims filed by individuals until entry of an order establishing deadlines for filing proofs of claim and/or other further order of the Court, because under the circumstances,

there is a risk that proofs of claim filed by individuals will contain personal information. In addition, I understand that absent a contrary order from the Court, the claims and noticing agent is required to provide public access to the claims registers, including complete proofs of claim with attachments, if any, without charge.

C. Application to Retain Kroll as Claims and Noticing Agent

100. The Debtors seek authority to retain Kroll as claims and noticing agent in the Chapter 11 Cases. I understand that requesting such appointment is required by the local rules of this Court, given that the Debtors anticipate that there will be more than 250 creditors and/or parties-in-interest listed on their creditor matrix. I believe that Kroll's retention is the most effective and efficient manner of noticing these creditors and parties-in-interest of the filing of the Chapter 11 Cases and other developments in the Chapter 11 Cases. In addition, Kroll will transmit, receive, docket, and maintain proofs of claim filed in connection with the Chapter 11 Cases. Accordingly, I believe that retention of Kroll, an independent third party with significant experience in this role, to act as an agent of this Court, is in the best interests of the Debtors and their estates and their creditors.[17]

D. Case Management Procedures Motion

101. The Debtors have proposed certain notice, case management, and administrative procedures (the "Case Management Procedures") that, among other things, (a) establish requirements for filing and serving notices, motions, applications, declarations, objections, responses, memoranda, briefs, supporting documents, and other documents filed in the Chapter 11 Cases (collectively, the "Court Filings"); (b) delineate standards for notices of hearings and agenda

[17] The Debtors also intend to file a subsequent application to retain Kroll to perform certain administrative services under section 327 of the Bankruptcy Code.

letters; (c) fix periodic omnibus hearing dates and articulate mandatory guidelines for the scheduling of hearings and objection deadlines; and (d) limit matters that are required to be heard by the Court. Given the size and scope of these Chapter 11 Cases, I believe the Case Management Procedures will facilitate service of Court Filings in a manner that will be less burdensome and costly than serving such pleadings on every potentially interested party, which, in turn, will maximize the efficiency and orderly administration of these Chapter 11 Cases, while at the same time ensuring that appropriate notice is provided, particularly to parties who have expressed an interest in these Chapter 11 Cases and those directly affected by a request for relief.

E. Schedules and Statements Motion

102. The Debtors are requesting that the Court (a) extend the Debtors' 14-day period to file schedules of assets and liabilities, schedules of current income and expenditures, schedules of executory contracts and unexpired leases, and statements of financial affairs (collectively, the "Schedules and Statements") by an additional 30 days, through and including September 29, 2022, 2022; (b) extend the time to file reports of financial information with respect to entities in which the Debtors hold a controlling or substantial interest as set forth in Bankruptcy Rule 2015.3(d) (the "2015.3 Reports") to 45 days after the meeting of creditors to be held pursuant to section 341 of the Bankruptcy Code; and (c) waive the requirements to (i) file a list of equity security holders as provided in Bankruptcy Rule 1007(a)(3) and (ii) provide notice of the commencement of these Chapter 11 Cases (the "Notice of Commencement") to equity security holders as required under Bankruptcy Rule 2002(d).

103. I believe that, given the substantial burdens already imposed on the Debtors' management by the commencement of these Chapter 11 Cases, the limited number of employees available to collect the information, the competing demands upon such employees, and the time and attention the Debtors must devote to the restructuring process, cause exists to extend the

deadline to file the Debtors' Schedules and Statements and 2015.3 Reports. The requested extension will enhance the accuracy of the Schedules and Statements and 2015.3 Reports when filed and help avoid the potential necessity of substantial subsequent amendments. I do not believe that any party-in-interest will be prejudiced by the requested extension of time.

104. Further, I believe that preparing a list of all of Endo's equity security holders with last-known addresses and sending notice to all such parties will be burdensome, expensive, time consuming, and serve little or no beneficial purpose. To the extent equity security holders are entitled to vote on a chapter 11 plan, those parties will be provided with the appropriate plan-related notices and will have an opportunity to participate in these Chapter 11 Cases. Further, the Notice of Commencement will be published (i) once in the national edition of the *Wall Street Journal*, the national edition of *The New York Times* and *USA Today* at the discretion of the Debtors and (ii) on both the website to be established by the claims and noticing agent and the Debtors' website.

F. Enforcement of the Automatic Stay

105. The Debtors are requesting that the Court enter an order (i) 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; (ii) approving the form and manner of notice to the non-U.S. customers, suppliers, and other stakeholders of the Debtors, confirming that the Debtors are subject to the supervision of this Court and the protections of the Bankruptcy Code, including the aforementioned provisions; and (iii) approving the form and manner of notice to the non-U.S. customers, suppliers, and other stakeholders of the Debtor's 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 this Court or the provisions of the Bankruptcy Code.

106. As described herein, Endo Parent's headquarters is located in Dublin, Ireland. Collectively, the Debtors operate in five countries, including the United States, Canada, Ireland, the United Kingdom, and Luxembourg. The non-debtor affiliates have material operations in India. As a result of the Debtors' and non-debtor affiliates' international operations, they have material assets abroad, and many of the parties with which the Debtors and non-debtor affiliates do business are located outside the United States.

107. In the ordinary course of business, the Debtors and non-debtor affiliates rely on foreign suppliers to provide certain critical goods and services, including supplying raw materials, manufacturing of the Company's products, packaging and labeling, warehousing, distribution, customer service, certain financial functions, and certain research and development activities. These foreign vendors supply goods or services to the Debtors and non-debtor affiliates that either cannot be obtained from other sources or cannot be obtained from other sources in sufficient quantity, quality, or without significant delays.

108. These goods and services are essential to the Debtors' and non-debtor affiliates' operations. Without continued support from their foreign suppliers, the Debtors and non-debtor affiliates would face severe interruptions in their daily operations. Concurrently herewith, the Debtors have filed the Critical Vendor Motion, described further below. Pursuant to the Critical Vendor Motion, the Debtors seek authority to continue their business in the ordinary course and satisfy certain prepetition and postpetition claims of foreign trade creditors against the Debtors (but not the non-debtor affiliates) as and when they come due. It is my belief that such relief will

help deter parties from attempting to exercise remedies or take adverse action against the Debtors in foreign jurisdictions on account of the commencement of these Chapter 11 Cases.

109. I believe that foreign creditors and contract counterparties operating in various jurisdictions may be unfamiliar with chapter 11 processes, including the scope of a debtor in possession's authority to operate its business, and the import of the automatic stay. As discussed in detail in the Critical Vendor Motion, certain of the Debtors' foreign creditors could attempt to assert liens against the Debtors' assets. These creditors, and others, may attempt to seize assets located outside of the United States or take other actions violating the automatic stay to the detriment of the Debtors, their estates, and other creditors. Furthermore, the Debtors provide certain goods and services to customers located outside of the United States. The Debtors owe certain of these customers prepetition and ongoing obligations, which such parties may attempt to enforce in violation of the automatic stay. Additionally, upon the commencement of these Chapter 11 Cases, foreign counterparties to certain leases and executory contracts could attempt to terminate such leases or contracts, including pursuant to *ipso facto* provisions in contravention of sections 362 and 365 of the Bankruptcy Code. Similarly, governmental units outside of the United States may deny, suspend, terminate, or otherwise place conditions upon certain licenses, permits, charters, franchises, or other similar grants held by a Debtor and required for the Debtors' ongoing business operations, in violation of section 525 of the Bankruptcy Code. Accordingly, I believe that providing notice to the Debtors' non-U.S. customers, suppliers, and other stakeholders of the protections of the Bankruptcy Code will benefit the Debtors' estates by proactively reducing unnecessary and costly disputes with such non-U.S. parties.

110. Moreover, the non-debtor affiliates similarly have a substantial body of non-U.S. customers, suppliers, and other stakeholders that are vital to their international operations, many

of whom may be unsure of the impact of these Chapter 11 Cases on the non-debtor affiliates. It is my belief that certain of these foreign stakeholders may be hesitant or, worse yet, refuse to deal with the non-debtor affiliates under the mistaken assumption that the non-debtor affiliates are part of these Chapter 11 Cases and subject to the protective provisions of the Bankruptcy Code. This would substantially impair and impede the operations of the non-debtor affiliates, which would have a corresponding detrimental impact on the Debtors given the Company's substantial reliance on intercompany relationships to operate its global business. Accordingly, I believe it is equally important to notify these foreign stakeholders that the non-debtor affiliates are not part of these Chapter 11 Cases, and thus not subject to the supervision of this Court or the protections of the Bankruptcy Code.

II. Operational Pleadings

111. The Debtors have filed ten "operational" pleadings that seek to (a) authorize the Debtors to continue using their Cash Management System (as defined below), (b) authorize the Debtors to pay Employees (as defined below), (c) authorize the Debtors to maintain insurance coverage and pay related obligations, (d) authorize the Debtors to pay Taxes and Fees (as defined below), (e) authorize the Debtors to pay their Utility Providers (as defined below) and provide adequate assurance of payment to those Utility Providers, (f) authorize the Debtors to continue to maintain their Customer Programs (as defined below), (g) authorize the Debtors to pay certain vendor claims, (h) establish procedures for trading in the Debtors' equity securities, (i) authorize the Debtors' foreign representatives to act on their behalf in certain foreign proceedings, and (j) authorize the Debtors to use Cash Collateral.[18]

[18] Contemporaneously herewith the Debtors have filed a declaration in support of their request for postpetition use of Cash Collateral.

A. Cash Management Motion

112. The Debtors seek entry of interim and final orders (a) authorizing, but not directing, the Debtors to (i) continue to operate their existing cash management system (the "Cash Management System") and use their bank accounts and business forms, and (ii) implement changes to their cash management system in the ordinary course of business; (b) granting superpriority administrative expense status for intercompany claims arising from postpetition intercompany transactions; (c) granting a waiver with respect to the requirements of section 345(b) of the Bankruptcy Code; and (d) granting related relief.

113. The Debtors' Cash Management System is similar to the centralized cash management systems used by other comparably sized and situated companies to manage cash flow. The Debtors use their Cash Management System in the ordinary course to transfer and distribute funds and to facilitate cash monitoring, forecasting, and reporting. The Debtors' treasury team maintains daily oversight over their Cash Management System and implements cash management controls for entering, processing and releasing funds, including in connection with intercompany transactions. In addition, the Debtors' treasury and accounting teams regularly reconcile the Debtors' books and records to ensure that all transfers are properly recorded, and periodically settle intercompany balances arising between and among the Debtors and their non-debtor affiliates. While many of the Debtors' internal and external payments are automated, the Debtors' treasury and accounts payable teams are also responsible for approving and initiating manual wires and checks when necessary.

114. The domestic component of the Cash Management System is governed by an Amended and Restated Master Cash Management Agreement, dated June 19, 2017, and Master Cash Management and Netting Agreement, dated June 17, 2021 (the "Cash Management Agreements"), between Debtor Endo Finance Operations LLC (the "Pool Leader") and

substantially all of the Company's other U.S. entities (each, a "Participant"). Under the Cash Management Agreements, the Pool Leader acts as a central banker for the other U.S. Debtor participants, makes advances, and holds deposits in furtherance of that purpose. The Pool Leader generally advances funds to the Concentration Accounts (as defined below) held by Participants, which are then used to fund each Debtor's operations, including by automatic transfer to that Debtor's other Payroll Accounts (as defined below) on an as-needed basis to fund third party payments. Any receipts held by the Collection Accounts (as defined below) are then automatically swept to the Concentration Accounts, and ultimately returned to a master cash-pooling account held by the Pool Leader (the "Pool Leader Account").

115. The Company's Canadian operations primarily include Debtors Paladin Labs Canadian Holding Inc. and Paladin Labs, Inc. ("PLI" and together with Paladin Labs Canadian Holding Inc., the "Paladin Debtors"). While the Paladin Debtors are not party to the Cash Management Agreements, PLI maintains one Concentration Account into which funds from its Collection Account, which collects third-party receipts generated by distribution of the Company's products in Canada, are swept on a daily basis. The PLI Concentration Account sweeps are recorded in the Company's enterprise resource planning system via manual and automated journal entries.

116. The remainder of the Company's international operations, including the other foreign Debtors and Non-Debtor Affiliates, that do not participate in the pooling arrangement (each a "Non-Participant") are primarily funded via transfers to the respective accounts of those entities via the Intercompany Transactions discussed further below. Endo Luxembourg Finance Company I S.à r.l ("FinCo I") receives funding as needed from the Pool Leader Account and

disburses cash via Intercompany Loans to, and other Intercompany Transactions with, the other Non-Participant Debtors to fund operations.

117. In connection with the Cash Management System, the Debtors maintain 51 bank and other investment accounts (collectively, together with any other bank or investment accounts that the Debtors may open in the ordinary course of business, the "Bank Accounts") with multiple banks (collectively, the "Banks"). The Bank Accounts may generally be divided into six types of account according to their primary function, each of which is described below.

118. *Collection Accounts.* The Debtors maintain four primary collection accounts at Bank of America N.A. ("BofA") responsible for receiving payments from customers and other third parties (the "Collection Accounts"), which are then disbursed throughout the Company to fund operations. Through these accounts, Debtor PPI collects receipts for the Company's generics and sterile injectables segments; Debtors EPI and Endo Aesthetics LLC ("Aesthetics") collect receipts for the Company's branded segment; and Debtor PLI collects receipts for the Company's Canadian operations as part of the international segment. The Collection Accounts are zero-balance accounts as funds are swept daily into one of the Concentration Accounts (defined below). As of the Petition Date, the Collection Accounts had a combined balance of approximately $0.

119. *Concentration Accounts.* The Debtors maintain seven concentration accounts at BofA (the "Concentration Accounts"), which serve as the main accounts for the Company's cash pooling arrangement (described below) into which funds are swept daily from the participating Debtors' various zero-balance accounts used for general operations, payroll, disbursement, receipts and accounts payable. Funds are automatically transferred to and from the Concentration Accounts on an as-needed basis from the Pool Leader Account. Debtor PLI's account is not subject to the cash pooling arrangement, but acts as a Concentration Account for the Company's

Canadian business. As of the Petition Date, the Concentration Accounts had a combined balance of approximately $28,195,524.

120. *Payroll Accounts.* The payroll accounts include three specifically designated accounts held by EPI, PPI, and Aesthetics (the "Payroll Accounts"), used to fund the Debtors' payroll obligations for the Debtors' U.S. corporate employees, and employees associated with the branded, generics, and aesthetics segments. For the Debtors' U.S. operations, Automatic Data Processing LLC pulls funds from the Payroll Accounts sufficient to satisfy the Debtors' payroll obligations via direct debit, either weekly or biweekly depending on the applicable employees' location. The Debtors' international payroll obligations are funded on a monthly basis via direct deposit by the respective Debtors to the employees' accounts. As of the Petition Date, the Payroll Accounts had a zero balance.

121. *Intercompany Accounts.* The Debtors maintain 20 accounts at BofA and Wells Fargo Bank, N.A. ("WF") that do not collect customer receipts, make significant vendor payments, or otherwise engage in routine cash transfers with third parties (the "Intercompany Accounts"). The Intercompany Accounts are primarily utilized to facilitate Intercompany Transactions, or to resolve existing Intercompany Claims and balances via cash transfers between other Debtors or non-debtor affiliates, including as part of the Company's semi-annual claims reconciliation and resolution process. The Intercompany Accounts include the Pool Leader Account, which acts as the primary cash pooling account for the Company's U.S. operations and facilitates transfers of cash to fund international operations. As of the Petition Date, the Intercompany Accounts had a combined balance of approximately $799,760,821, which includes the Pool Leader Account balance of approximately $658,150,434.

122. *Disbursement Accounts.* The remainder of the Debtors' non-Investment Accounts (as defined below) can be generally classified as disbursement and accounts payable accounts at BofA (the "Disbursement Accounts"), which are used by the Debtors for making a variety of third-party payments to facilitate daily operations. In the case of U.S. cash pooling Participants, the Disbursement Accounts are generally funded via automatic transfer from the Debtor's respective Concentration Account. In the case of Non-Participant, international Debtors, the accounts are typically funded via manual wire initiated by the Debtors' treasury team or via ACH initiated by the Debtors' accounts payable team, in an amount sufficient to fund the necessary payments to third parties. As of the Petition Date, the Disbursement Accounts had a combined balance of approximately $228,719,084.

123. *Investment Accounts.* The Debtors' investment accounts are funded with excess cash produced by the Company's operations as well as borrowings made in connection with the Debtors' secured and unsecured funded debt obligations (the "Investment Accounts"). As more fully described below, the funds in the Investment Accounts are invested at the Debtors' discretion pursuant to and in compliance with the Debtors' investment policy. As of the Petition Date, the total amount of cash invested through the Investment Accounts was approximately $103,125.

124. *Investment Practices.* Cash balances held in the Investment Accounts historically have been invested by the applicable banking institutions at the Debtors' direction in accordance with a written investment policy approved by the Board of Directors (the "Board") of Endo Parent (the "Investment Practices"). To ensure that the Investment Practices are consistent with the financial objectives of the Company and reflect market conditions, the Investment Practices are reviewed annually by me or treasurer and thereafter presented to and approved by the Board. The Investment Practices are intended to achieve two primary objectives: (a) preserve the safety and

value of principal while maintaining liquidity and (b) earn reasonable returns on the Debtors' surplus funds.

125. To achieve these objectives, the Investment Practices generally require that funds be invested in certain specified types of securities, including U.S. government and treasury obligations, repurchase agreements that are 100% collateralized by U.S. treasuries or other governmental securities, bank deposits and money market accounts, time deposits, certificates of deposit or banker acceptances, commercial paper, mutual funds, corporate debt securities and municipal notes and bonds. Investments in securities other than U.S. government and treasury obligations or that are not fully collateralized by U.S. treasuries or other governmental securities are subject to certain maximum exposure caps.

126. While I understand that the Investment Practices permit investments in securities that are beyond the scope of section 345 of the Bankruptcy Code, the Investment Accounts currently hold secure investments, comprised of exclusively money market funds. In the month prior to the Petition Date, the Debtors' investments generated a return of approximately 0.01%. The Debtors intend to maintain all funds in their Investment Accounts in money market fund investments for the duration of these Chapter 11 Cases and are requesting a waiver of the requirements of section 345 of the Bankruptcy Code.

127. *Business Forms.* In the ordinary course of business, the Debtors use a variety of checks, correspondence and other business forms (including, without limitation, letterhead, purchase orders and invoices) (collectively, the "Business Forms"). The majority of the Debtors' Business Forms are electronically generated by the Banks, or by the Debtors themselves, on an as-needed basis. Thus, in the event the Debtors generate new Business Forms during the pendency of these Chapter 11 Cases, the Debtors will include a legend referring to the Debtors as "Debtors-

In-Possession" on such newly created Business Forms. However, to the extent the Debtors use any pre-existing Business Forms, to minimize expenses to their estates, I believe it is appropriate to continue to use such Business Forms as they were in existence immediately before the Petition Date—without reference to the Debtors' status as debtors in possession—rather than incur the expense and delay of ordering entirely new business forms.

128. *Bank Fees.* In the ordinary course of business, the Debtors incur and pay, honor and/or allow to be deducted from the Bank Accounts certain service charges and other fees, costs and expenses charged by the Banks (the "Bank Fees"). The Bank Fees average approximately $13,500 per month. I believe that payment of the Bank Fees is in the best interests of the Debtors and all parties in interest, as it will prevent unnecessary disruption to the Cash Management System and ensure that the receipt of the Debtors' funds is not delayed.

129. *Intercompany Transactions.* Given the size and global nature of their operations, the Debtors, in the ordinary course of business, engage in certain Intercompany Loans (defined below) and other transactions with one another and with their non-debtor affiliates (collectively, the "Intercompany Transactions") that may result in claims arising against one another (the "Intercompany Claims"). The Debtors' treasury and intercompany teams work collaboratively to monitor and resolve accumulated Intercompany Claims and balances to facilitate the flow of cash to fund the Company's operations. Semi-annually—typically in June and December—the Company conducts batch reconciliations and settlements of accrued intercompany balances, primarily for interest payments associated with outstanding Intercompany Loans and smaller trade payables. In addition, certain Intercompany Claims and balances, including for intercompany sales or third-party trade payables, are settled monthly, or even weekly, on a cash or cashless basis, as

necessary to fund operations. Certain recurring examples of these Intercompany Transactions and Intercompany Claims are discussed in greater detail below.

130. *Intercompany Cash Management Claims*. In the ordinary course of business and pursuant to the Cash Management Agreements, the Debtors move cash within the Cash Management System between the U.S. Debtors. Each Participant Debtor may advance funds from its Bank Account to the Pool Leader or withdraw such deposited funds at any time, and each Debtor is also able to borrow funds from the Pool Leader as necessary to fund operations. Deposited, withdrawn, and borrowed amounts are tracked and recorded, and deposited and borrowed amounts bear interest in accordance with the terms of the Cash Management Agreements. Intercompany balances are also created when payments are made by certain Debtors on behalf of other Participant Debtors with no independent bank accounts. All such Intercompany Transactions and Intercompany Claims related to the Cash Management Agreements, including deposits, withdrawals, borrowed amounts, and interest accrued or owing on account thereof, are appropriately recorded in each applicable Debtor's books and records by the Debtors' treasury and accounting teams, and any existing balances are typically settled in the ordinary course of business.

131. *Intercompany Transactions.* In the ordinary course of business, the Debtors and non-debtor affiliates engage in a variety of IP licensing, contract manufacturing, R&D services, and sale and purchase transactions with one another as the Company's products progress from initial manufacture to ultimate sale and distribution. All of the material transactions are governed by individual licensing, R&D or manufacturing services, distribution, supply, or sales contracts amongst the respective Debtors and non-debtor affiliates, all of which establish the relevant mark-up or fee payable to the applicable seller or service provider.

132. While trade payables associated with particular products are incurred primarily by the Manufacturer or Distributor entities responsible for manufacturing or distributing those products, certain costs and expenses are borne by various Debtors on behalf of their affiliates. Pursuant to a global Services Agreement (the "Services Agreement") among substantially all of the Debtors and the non-debtor affiliates, certain Debtors and non-debtor affiliates perform a variety of business development, information technology, human resources, legal, and other administrative services on behalf of other Debtors and non-debtor affiliates, and such expenses are then allocated to the respective Service Recipient (as defined in the Services Agreement) along with a set mark-up, all of which are recorded as Intercompany Claims and periodically reconciled and resolved by the Debtors' treasury and intercompany teams.

133. Further, Debtors Endo Ventures Limited ("EVL") and Endo Parent make a significant number of third party selling, general, and administrative payments ("SG&A Payments") on behalf of the Debtors' operating subsidiaries, which are recorded as Intercompany Claims. The cash needs of EVL and Endo Parent to fund these SG&A Payments are typically satisfied on as-needed basis using cash generated by the U.S. Debtors, via a weekly manual wire. Specifically, on a weekly basis, the Debtors' treasury and accounts payable teams review outstanding intercompany balances, including those in favor of EVL and Endo Parent arising from intercompany sales, third party expense payments, and residual profit allocation attributable to the Company's transfer pricing arrangement, and initiate a manual wire and/or ACH payments from various U.S. Debtors that, in turn, pull cash from the Pool Leader.

134. Pursuant to the Company's intercompany arrangements, EVL and the respective intellectual property holder, manufacturer, and distributor entities engage in intercompany sale and purchase transactions as products progress through the Company's supply chain. In exchange for

the services performed by EVL, as well as the risk associated with those services, a portion of the Company's operating profit after considering routine profits earned by Manufacturers and Distributors is earned by EVL. The remaining operating profit is earned by the Debtor intellectual property holders associated with the particular products. When the distributor receives proceeds from third party sales of a particular product, Intercompany Claims and balances are automatically created reflecting approximate net positions of each respective Debtor and non-debtor affiliate in this process. Those intercompany balances are manually adjusted on an annual basis by the Debtors' transfer-pricing team and generally settled via cash transfer during the Company's bi-annual batch reconciliation process. Many of these settlements would occur as part of the normal course weekly or monthly cash settlement process between the counterparties prior to the bi-annual batch reconciliation process. Continuation of the Company's transfer pricing, cost-sharing, and intercompany sale and service arrangements supports and standardizes the Company's global business operations and vertically integrated supply chain, and allows the Company to ensure that it complies with tax laws in the jurisdictions in which it operates.

135. *Indian Non-Debtor Affiliates.* The operations of the non-debtor affiliates based in India (the "Indian Non-Debtor Affiliates") are primarily funded via periodic cash transfers from Debtors EVL and PPI. Specifically, typically on a monthly basis, the Indian Non-Debtor Affiliates provide a summary report of their operating cash needs, which includes invoices from Indian Non-Debtor Affiliate entities Par Active Technologies Private Limited, Par Biosciences Pvt Ltd, and Par Formulations Private Limited ("Par Formulations"), to the Debtors' treasury team, along with the amounts earned by, and owing to, the Indian Non-Debtor Affiliates for R&D and other services they perform and products they manufacture and sell to EVL and PPI as part of the Company's transfer pricing arrangement. The premiums charged by the Indian Non-Debtor Affiliates for these

services and products are governed by that certain Advanced Pricing Agreement (the "APA") between non-debtor affiliate Par Formulations, on behalf of itself and the other Indian Non-Debtor Affiliates, and the local Indian taxing authorities. The Debtors' treasury team then initiates cash payments – typically monthly – to fund the Indian Non-Debtor Affiliates' operations for the following month, and in satisfaction of the amounts owed for the prior month for intercompany sales, R&D, and other services (the "Indian Goods and Services"), in accordance with the APA. The Debtors, through EVL and PPI, have historically transferred an average of approximately $12 million per month to the Indian Non-Debtor Affiliates for Indian Goods and Services. Additionally, the Indian Non-Debtor Affiliates have also historically received approximately $5 million per month of funding through External Commercial Borrowing Agreements (the "ECB Loans"), which have predefined draw down and repayment schedules. The ECB Loans are the product of arm's-length negotiations entered into between Debtor FinCo I, as lender, and Debtors Par Formulations and Par Active Technologies Private Limited, as borrowers. The ECB Loans were extended to fund capital expenditures aimed at expanding the development and manufacture of certain pharmaceutical products. The last remaining ECB Loan payment due during 2022 to the Indian Non-Debtor Affiliates will be paid in December 2022 in the amount of approximately $2.2 million.

136. Because of the Company's substantial manufacturing and R&D presence in India, I believe that continuing these payments in the ordinary course is essential to prevent disruption in the Company's global operations.[19] Specifically, a substantial and growing portion of the

[19] Due to the current cash balance in the Indian Non-Debtor Affiliates' accounts, the Debtors do not anticipate making any intercompany transfers on account of Indian Goods and Services to the Indian Non-Debtor Affiliates until at least December 2022. As of the Petition Date, the Indian Non-Debtor Affiliates hold a credit balance of approximately $50 million on account of Indian Goods and Services, which will be delivered by the Indian Non-Debtor Affiliates to the Debtors within the next six months.

Company's R&D and generic manufacturing is conducted by the Indian Non-Debtor Affiliates, and these entities sell a significant portion of the Company's products to EVL for distribution by other Debtors in the generics segment. On a monthly basis, the market value of the products the Debtors purchase from the Indian Non-Debtor Affiliates is substantially more than the aggregate payments the Debtors make to the Indian Non-Debtor Affiliates, including for the products themselves and other general funding needs. Indeed, each month, the approximate revenue generated by products manufactured by the Indian Non-Debtor Affiliates is several times greater than the total payments made to the Indian Non-Debtor Affiliates. Because the Indian Non-Debtor Affiliates do not generate or collect external revenues or receipts, other than de minimis proceeds from scrap sales, they require continued payment for those intercompany sales and other cash funding from the Debtors. The Indian Non-Debtor Affiliates are critical to the viability of the Company's current and future product development and manufacturing operations, and I believe the continued intercompany payments to these entities will help protect the corresponding cash generated for the other Debtors in that business segment.

137. *Canadian Operations.* The Debtors' Canadian operations, conducted by the Paladin Debtors, similarly engage in Intercompany Transactions with certain other Debtors. However, unlike the Indian Non-Debtor Affiliates, the Paladin Debtors are typically able to meet all ordinary course operating expenses using third-party receipts collected by the Paladin Debtors themselves. The Debtors also periodically execute other manual wires to satisfy the cash needs of certain other foreign Debtors, on an ad-hoc, as needed basis. The amounts of these ad-hoc wire transfers vary from month-to-month and are recorded via journal entry.

138. *Intercompany Loans.* The Debtors also fund a portion of their international operations through a system of interest bearing and non-interest bearing intercompany loans (the

"Intercompany Loans"). The Intercompany Loans have historically been issued by Debtors FinCo I and Endo Luxembourg Finance Company II S.a.r.l. ("FinCo II"). For example, FinCo II was the issuer on an intercompany term loan to Debtor Paladin Labs Canadian Holding Inc., which was used to fund the Paladin Debtors' distribution efforts in Canada. Additionally, FinCo I is the lender on a series of intercompany delayed-draw term loans to Indian Non-Debtor Affiliates Par Formulations and Par Active Technologies Private Limited to fund certain capital expenditures associated with the build out of the Company's manufacturing presence in India (collectively, the "Indian Intercompany Loans"). Interest on the Indian Intercompany Loans is payable annually or semi-annually and, as of the Petition Date, the Indian Intercompany Loans were all fully drawn. Interest payments on the Company's other interest-bearing Intercompany Loans – generally payable on a semi-annual basis – are typically resolved as part of the semi-annual reconciliation process executed by the intercompany and treasury teams in June and December.

139. FinCo I is also the lender on intercompany revolvers with several non-U.S. Debtors as borrowers, including Endo Parent and Endo DAC. The borrower entities draw down on these revolving Intercompany Loans as necessary to satisfy ongoing cash needs, including payments to third-party vendors and interest payments on the Company's third-party funded debt. The borrowers will then pay down their outstanding obligations on the revolvers periodically, including as part of the semi-annual reconciliation process.

140. The Intercompany Transactions are made between and among the Debtors and certain of their non-debtor affiliates in the ordinary course of the Debtors' businesses. While certain Intercompany Transactions are settled by book entry, others, including Intercompany Transactions between the Debtors and non-debtor affiliates, are settled by the actual transfer of cash. The Debtors' treasury and accounting teams track all fund transfers by and among the

Debtors and the non-debtor affiliates both manually and electronically through their accounting system and can ascertain, trace and account for Intercompany Transactions.

141. The Intercompany Transactions are required to facilitate the process of paying the Debtors' employees, vendors, and other parties on a timely basis across the Company's global operations, and an ability to enter into transactions with affiliates in a manner that is compliant with the laws of various jurisdictions. In addition, the Intercompany Transactions are necessary for the Debtors to support the operations of their non-debtor affiliates. For example, Debtor EVL funds the operating costs of the Company's manufacturing and R&D facilities in India, and supports the Indian Non-Debtor Affiliates' operations by purchasing finished products from these entities and acting as the quality and supply chain principal for those products' distribution. Without this source of funding from the Debtors, both as a source of liquidity and as a customer, the Indian Non-Debtor Affiliates would suffer material adverse consequences to their manufacturing capabilities, and thereby harm the Debtors' global operations.

142. Accordingly, the Intercompany Transactions are critical to (a) ensuring liquidity is available when and where needed by the Debtors and their non-debtor affiliates, (b) enabling the Debtors to maintain their cost-efficient operations and the corresponding operational and tax compliance, and (c) ensuring that the Debtors continue to realize the revenue generated by their and their non-debtor affiliates' operations. If the Intercompany Transactions were to be discontinued, the Debtors' Cash Management System and related administrative controls as well as the Debtors' ability to continue operating their vertically integrated business model and funding their necessary operations would be severely disrupted.

143. Because of the disruption that would result if the Debtors were forced to close their existing bank accounts, I believe that it is critical that the existing cash management system remain in place in order for the Debtors to continue to operate their business in chapter 11.

B. Employee Motion

144. The Debtors seek entry of interim and final orders authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, reimbursable employee expenses, and severance obligations, and (b) continue employee benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto.

145. The Debtors employ approximately 1,560 employees (the "Employees"), of which approximately 170 are engaged in R&D, clinical, and regulatory work; 480 are in sales, marketing, and business development; 450 are in manufacturing; 200 are in quality assurance; and 260 are employed in general and administrative roles and other capacities. The vast majority of the Debtors' workforce is based in the U.S., with approximately 100 Employees located in Canada, and approximately 90 in England, Ireland, and Luxembourg.

146. The Employees comprise: (a) approximately 1,180 salaried Employees (the "Salaried Employees"), which consist of approximately 990 salaried exempt Employees and 190 salaried non-exempt Employees; and (b) approximately 370 hourly Employees (the "Hourly Employees"). Of these, approximately 1,540 Employees are full-time (the "Full-Time Employees") and 6 are part-time (the "Part-Time Employees"). Approximately 230 of the Debtors' Employees (or about 15% of their total workforce) at the Company's manufacturing facility in Rochester, Michigan (the "Union Employees") are members of United Steelworkers Local Union 176 and are subject to a collective bargaining agreement (the "CBA"). The Debtors also retain from time to time specialized individuals as independent contractors to complete

discrete projects, as well as temporary employees from several staffing agencies to fulfill certain duties.

147. The Debtors' Employees perform a wide variety of critical functions, including sales, marketing, clinical development, research and development, quality control operations, manufacturing, information technology, administrative, compliance, legal, finance, and management related tasks. The Employees include personnel who are intimately familiar with the Debtors' businesses, processes, and systems, who possess unique skills and experience related to the core business segments of the Debtors, and/or who have developed relationships with wholesalers, distributors, suppliers, and other key counterparties that are essential to the Debtors' business. I believe the skills and expertise of the Debtors' Employees, as well as their relationships with the Debtors' customers and vendors and knowledge of the Debtors' infrastructure, are essential to the Debtors' ongoing operations and ability to operate their business effectively during these Chapter 11 Cases.

148. In the ordinary course of business, the Debtors make certain payments, contributions, deductions, and withholdings under or related to wages, independent contractor obligations, payroll taxes, processing costs, employee bonus plans, retention programs, reimbursable expenses, relocation and expatriate expenses, outside director compensation, outside director expenses, health care benefits, health savings and flexible spending plans, insurance plans and disability plans, COBRA benefits, retirement plans, paid time off, the severance plan, and other benefits (each as further described below and, collectively, the "Compensation and Benefits Programs") for current and former Employees.

149. *Wages.* The Debtors' payroll obligations generally include wages, salaries, taxes, and payments on account of paid time off (the "Wages"). In the U.S., the Debtors' Salaried

Employees are paid on a bi-weekly basis, and Hourly Employees are paid either weekly or bi-weekly, on Fridays. All Employees in Canada are paid bi-weekly on Wednesdays, and those based in Ireland, Luxembourg, and the United Kingdom are paid on a monthly basis. All Employees in the U.S. and Canada are paid one week in arrears. All other Employees are paid at the end of each month on a current basis, meaning their monthly pay includes accrued compensation up to and including the date of the payroll issuance. In the ordinary course, the Debtors periodically evaluate Employees for merit-based raises, promotions, and increases to the Employee's targets for the Debtors' various incentive-based Employee Bonus Programs (discussed below), typically on an annual basis. Wage increases for the Debtors' Union Employees are generally made pursuant to the CBA.

150. In the U.S. and Canada, payroll is funded via direct debit from the Debtors' designated payroll accounts by Automatic Data Processing, Inc. ("ADP"), as payroll administrator. For U.S. Employees, ADP debits the relevant payroll accounts on the Thursday immediately prior to the Friday when Employees are paid and, in Canada, the direct debit occurs on the Monday preceding the Wednesday on which Employees are paid. As of the Petition Date, substantially all of the Employees are paid their salaries or hourly Wages by direct deposit into their bank accounts. Each payroll period, ADP initiates direct debits from the Debtors' payroll accounts in an amount equal to the Debtors' gross payroll obligations, including Deductions and Withholdings (each as defined below). In turn, ADP initiates direct deposits to each of the Debtors' Employees in the net amount each particular Employee is owed, and remits the Deductions and Withholdings to the relevant third parties. Consequently, once the Debtors make the gross payments to ADP, they have satisfied their payroll obligations.

151. The Debtors employ Ernst & Young and Moore Kingston Smith to assist with the calculations of any Deductions and Withholdings for payroll relating to the Debtors' remaining Employees based in Ireland and Luxembourg. However, payroll for these Employees is funded directly by the Debtors via direct deposit from the Debtors' payroll accounts to the Employees' accounts, and all Deductions and Withholdings are remitted directly by the Debtors to the relevant third parties.

152. In the United Kingdom, payroll is funded to the Debtors' payroll service provider, Moore Kingston Smith ("MKS"). The Debtors typically fund MKS one week prior to the payroll date. MKS then pays the UK employees and remits all Deductions and Withholdings to the relevant third parties.

153. As of mid-July 2022, the Debtors' weekly, bi-weekly, and monthly payroll was approximately $270,000, $6,270,000, and $790,000, respectively.[20] The Debtors estimate that as of the Petition Date they owe approximately $4,100,000 in unpaid wages and salaries to Employees.

154. *Contractor Obligations.* In addition to their regular workforce, the Debtors utilize the services of independent contractors (the "Independent Contractors"), including consultants or other professionals retained to complete discrete projects, or temporary employees engaged through third parties to provide both long-term and short-term support with a variety of business functions. Independent Contractors primarily perform services in finance, manufacturing, R&D, information technology, quality control, and sales and marketing, but Independent Contractors may also hold non-specialized positions and later be replaced by an Employee. Independent

[20] Employees in the U.S., Canada, and Europe are paid at different frequencies; this is why payroll amounts are not larger in proportion to longer periods of time for differing payroll cycles.

Contractors are either (i) engaged on an "as-needed" basis through outside agencies such as Beacon Hill Staffing (collectively, the "Employment Agencies") or (ii) directly employed and paid by the Debtors. Currently, the Debtors engage approximately 200 Independent Contractors.

155. The Debtors generally pay the Independent Contractors or the Employment Agencies through which they are hired within 30 to 60 days after receipt of an appropriate invoice. Both the Independent Contractors and Employment Agencies are paid through the Debtors' accounts payable system, on either a weekly, bi-weekly, or monthly basis, depending on the Independent Contractor or Employment Agency.

156. The Debtors estimate that, as of the Petition Date they owe approximately $5,000,000 to Independent Contractors and $4,900,000 to Employment Agencies.

157. I believe that many of the Employees and Independent Contractors rely on their compensation and benefits to pay their daily living expenses. These individuals could experience significant financial constraints if this Court does not permit the Debtors to continue paying their compensation and providing them with health and other benefits as described below.

158. *Deductions, Withholdings, Payroll Taxes, and Processing Costs*. For each applicable pay period, the Debtors routinely deduct certain amounts from Employee paychecks, including, without limitation, pre- and after-tax deductions payable pursuant to certain of the Compensation and Benefits Programs discussed and defined herein (such as an Employee's share of health care insurance premiums, contributions under flexible spending plans, 401(k) contributions, legally ordered deductions and miscellaneous deductions) (collectively, the "Deductions").

159. On average, the Debtors deduct a total of approximately $36,000 / $810,000 / $54,000 from Employees' paychecks per weekly / bi-weekly / monthly pay period, respectively.

In the U.S. and Canada, these Deductions are remitted by ADP to the appropriate third-party recipients on each payroll date. In all other jurisdictions, the Debtors remit all Deductions directly to the applicable third-party. The Debtors estimate that as of the Petition Date they have forwarded the Deductions already deducted from prior payrolls to the appropriate third-party recipients before the Petition Date. Amounts that are deducted from payroll but not yet remitted will be remitted to the appropriate third-party recipients postpetition.

160. In addition to the Deductions, applicable law requires the Debtors to withhold amounts related to federal, state, and local income taxes, any applicable international taxes, and Social Security and Medicare taxes for remittance to the appropriate federal, state, local, or international taxing authority (collectively, the "Withholdings"). The Debtors must then match the withheld amounts from their own funds for Social Security and Medicare taxes and pay, based on a percentage of gross payroll, additional amounts for federal and state unemployment insurance (collectively, the "Employer Payroll Taxes" and, together with the Withholdings, the "Payroll Taxes"). In the aggregate, the Payroll Taxes, total approximately $80,000 / $1,640,000 / $340,000 per weekly / bi-weekly / monthly pay period (including both the Employee and employer portions). Generally, ADP takes all Payroll Taxes from the payments debited from the Debtors' payroll accounts and remits such amounts to the appropriate authorities. In Ireland and Luxembourg, all Withholdings are held and remitted directly by the Debtors to the applicable authority. In the United Kingdom, MKS remits payroll taxes to the appropriate authorities.

161. As of the Petition Date, the Debtors estimate that they will owe, or be required to remit, approximately $3,300,000 on account of prepetition Payroll Taxes, of which $2,700,000 will become due and owing in the Interim Period.

162. Finally, the Debtors also incur administrative costs incident to various Compensation and Benefits Programs, such as payments to ADP, their payroll service provider; bswift®, which assists with benefit elections and administration for various Compensation and Benefit Programs; and other parties (collectively, the "Processing Costs"). Over the previous six months, the Debtors' average Processing Costs were approximately $50,000 per month. The Debtors estimate that as of the Petition Date, approximately $63,000 was outstanding on account of Processing Costs, excluding any administrative fees specifically noted below. I believe that payment of the Processing Costs, including any amounts outstanding as of the Petition Date, to the extent any exist, is justified because the failure to pay any such amounts might disrupt services of third-party providers with respect to the various Compensation and Benefits Programs. By paying the Processing Costs (including any prepetition amounts), the Debtors may avoid even temporary disruptions of such services and thereby ensure that the Employees obtain all of their compensation and benefits without interruption.

163. *Employee Bonus Plans.* To encourage Employees to maximize their efforts and performance, in addition to an annual review of their Employees' base pay, the Debtors have historically maintained various incentive programs to bring value to the Debtors' estates by encouraging Employees to achieve company-side, business segment and/or individual goals and targets. Specifically, the Compensation & Human Capital committee of Endo Parent's board of directors (the "Compensation Committee") has oversight over the Long-Term Incentive Plan, Corporate IC Plan, Sales IC Plans, and Spot Awards (each as defined below, and collectively, the "Employee Bonus Plans") for eligible Employees. Approximately 1,540 of the Debtors' Employees are eligible for awards under the Employee Bonus Plans.

164. I believe that the Employee Bonus Plans are critical tools that will enable the Debtors to maximize the value of their estates by motivating Employees through programs that they have come to rely on as a part of their regular compensation.

165. *Long-Term Incentive Plan.* Since 2015, the Debtors have maintained the Company's current Long-Term Incentive Program (the "LTIP") designed to align the interests of eligible Employees with the Company's long-term goals, attract and motivate talented Employees by offering a comprehensive compensation package that is in line with the market, and recognize Employees' substantial contributions to the Company's overall performance. Annual LTIP awards are typically granted in March, and are based upon a comprehensive evaluation of an Employee's overall performance and contributions to the Company's financial and strategic objectives. LTIP awards for new hires are typically granted to eligible recipients the month following their date of hire. Historically, through the LTIP, the Debtors issued Endo Parent equity-based awards to participating Employees, including RSUs, PSUs, and stock options, that would then vest over a three-year or four-year period. However, in recent years, a majority of the Company's LTIP awards have been issued in cash, which awards generally vest in 1/6 increments every six months over a three-year period. Cash awards under the LTIP are forfeited upon an Employee's resignation or termination, vest immediately in the case of an Employee's death, and continue to vest according to the original schedule if the Employee leaves the Company because of disability or retirement.

166. As of the Petition Date, the Debtors had an aggregate of approximately $36,000,000 in outstanding, unvested cash awards under the LTIP, payable in installments typically in March and September of each year through 2024. Further, the Debtors have historically issued

approximately $38,370,000 in cash awards under the LTIP per year, and anticipate issuing approximately $370,000 in cash awards to approximately 40 Employees for the rest of year 2022

167. *Corporate IC Plan.* The Debtors have also established a short-term performance-based incentive compensation plan that rewards certain Employees for achievement of annual goals and objectives, as well as longer-range strategic goals (the "Corporate IC Plan"). All Employees are eligible to participate in the Corporate IC Plan unless they are eligible for a bonus under a Sales IC Plan (discussed below) or another annual bonus plan. The Corporate IC Plan pool is established annually as the aggregate of eligible Employees' target awards – set as a percentage of each Employee's base salary – as modified by the Company's achievement of certain financial goals and strategic objectives, and can vary significantly from year to year. Pursuant to the CBA, all of the Debtors' Union Employees that are Full-Time are eligible to participate in a separate IC program with a target incentive of $2,500, subject to similar modification based on Company-wide performance at the discretion of Company management. Distributions under the Corporate IC Plan are based on business results and individual achievement, including the following considerations:

- achievement of individual goals and objectives, the risks and challenges involved and the impact of the results;
- value of the individual's contribution to the department, project team, function and Company, including the difficulty of the goal achieved; and
- behaviors aligned with the Company's core values.

168. Employees must be active with the Company (or on an approved leave of absence) as of March 1st of the payment year in order to be eligible for a payment under the Corporate IC Plan for the prior year. Payments are then generally made on or before March 15th. Thus, there were no amounts accrued and unpaid to eligible Employees for 2021 as of the Petition Date. The Debtors estimate that approximately 1,330 Employees are eligible for awards under the Corporate

IC Plan for 2022, and on average, over the previous two years, the Debtors paid approximately $40,700,000 annually on account of cash awards under the Corporate IC Plan.

169. *Sales IC Plans.* The Debtors also employ various sales incentive plans that reward Employees who effectively promote products in their respective market segments, and Employees in managerial roles for the performance of their designated sales force (the "Sales IC Plans"). For sales Employees, sales goals and objectives are generally established by managers in the particular segment on an Employee-by-Employee basis. Awards for those managers or supervisors are typically tied to objectives relating to the overall function and administration of their designated sales program. Payments under the Sales IC Plans are typically paid quarterly following analysis of sales results and Employee performance, and Employees are generally eligible to receive payments if they are employed on the last day of the applicable quarterly period. In general, sales Employees are eligible for participation in the applicable Sales IC Plan after completing the required training period, during which they are also eligible for a training bonus.

170. Currently, approximately 220 Employees are eligible for awards under the Sales IC Plans. The Debtors estimate that on average they pay approximately $5,000,000 per quarter on account of cash awards under the Sales IC Plans and that they owed approximately $85,000 to eligible Employees under the Sales IC Plan as of the Petition Date.

171. *Spot Awards.* The Debtors also recognize Employees that have made exceptional and noteworthy contributions to the goals of the Company through a points-based special thanks and recognition program (the "Global Recognition Program") and other spot awards (collectively, the "Spot Awards"). Under the Global Recognition Program, which is managed by Halo Recognition, all regular, non-commercial business Employees below the Vice President level qualify to be nominated by the Employees' applicable managers (each, a "Points Owner"). For

"Above & Beyond" level awards, which include points ranging in value from $5-$225, the Points Owner may grant a particular award without additional approval. However, for "Pinnacle" level awards, which include points ranging in value from $250-$2,500, the Points Owner may recommend that an Employee receive a particular award, with the award ultimately requiring Senior Vice President-level approval. Points can then be redeemed by Employees for gift cards, merchandise, travel packages, and other items, depending on the country in which they are employed. The Debtors also infrequently issue other Spot Awards, under which single, targeted cash payments are made to recognize extraordinary contributions or achievements by eligible Employees, such as Service Milestone Awards granted to Employees that have been with the Company for more than five years, and small new hire gifts.

172. The Debtors paid approximately $140,000 in Spot Awards and related administrative fees in 2021, and have a total Spot Award budget of approximately $180,000 for 2022. Further, as of the Petition Date there were approximately $100,000 in unredeemed points outstanding under the Global Recognition Program.

173. *Restructuring Initiatives.* In November 2020, the Debtors announced plans to optimize the Company's retail generics business cost structure by, among other things, exiting their manufacturing sites in Irvine, California and Chestnut Ridge, New York (the "2020 Restructuring Initiative"). Sales of the Debtors' Irvine and Chestnut Ridge facilities closed in the fourth quarter of 2021. In addition, in April of 2022, the Debtors announced further plans to streamline and simplify certain functions, including their commercial organization, to increase their overall operational effectiveness and better align with current and future needs (the "2022 Restructuring Initiative"). These actions were initiated with the expectation of generating cost savings, a portion of which will be reinvested in 2022 to support the Company's key strategic

priority to expand and enhance its product portfolio. In connection with the 2020 Restructuring Initiative and the 2022 Restructuring Initiative, the Debtors are recognizing ongoing, phased reductions in their Employee workforce, and have incurred certain corresponding obligations.

174. *Non-Insider Retention Programs.* In the ordinary course of business, the Debtors have historically instituted several retention programs to provide supplemental compensation to certain eligible Employees, none of whom are Insiders (collectively, the "Retention Programs"). The Debtors issue retention awards to Employees the Debtors believe are essential to achieving the goals and objectives of the organization and maximizing value for all stakeholders. The awards are generally set as a percentage of the recipient's annual salary, based on various factors such as the recipient's seniority, performance, criticality to the Debtors' businesses, and retention risk.

175. *2020 Non-Insider Retention Program.* In connection with the Company's 2020 Restructuring Initiative, in November 2020, the Debtors implemented a retention program (the "2020 Retention Program") to ensure a smooth transition of the Company's manufacturing operation in Irvine, California and Chestnut Ridge, New York, and to accomplish the overall goals of the 2020 Restructuring Initiative. The majority of payments relating to the 2020 Retention Program have already been made. Approximately 5 Employees have outstanding awards under the 2020 Retention Program, totaling approximately $145,000 through April of 2023.

176. *2021 Non-Insider Retention Program.* In light of the overwhelmingly competitive nature of the pharmaceutical industry, in June 2021, the Debtors implemented a program to provide, generally equal scheduled payments in June 2022, December 2022, and June 2023 (the "2021 Retention Program"). Approximately 300 employees have outstanding awards under the 2021 Retention Program, totaling approximately $17,500,000, through June of 2023.

177. *2022 Non-Insider Retention Program.* In connection with the 2022 Restructuring Initiative, in July 2022, the Debtors implemented an additional retention program (the "2022 Retention Program") with a scheduled payout in September of 2023. This 2022 Retention Program includes payments of approximately $17,100,000 to 390 employees.

178. *Other Non-Insider Retention.* The Debtors have also historically issued a variety of additional retention awards on an ad hoc basis for various purposes, including as a new hire incentive, for accepting a particular work assignment, or as a bonus for completion of a special project (the "Other Retention Programs"). These awards were granted at the discretion of the particular Employee's supervisor or Company management, and generally include lump sums payable in installments if the Employee remains with the Company as of the applicable retention date. Approximately 30 Employees have outstanding awards under the Other Retention Programs, totaling approximately $640,000, and the applicable payout and retention dates range through December 2025.

179. In the aggregate, outstanding awards under the Retention Programs total approximately $35,385,000. The Debtors request authority, but not direction, to make any outstanding payments under the Retention Programs as they come due in the ordinary course. For the avoidance of doubt, eligibility for payments under all of the Retention Programs is subject to the condition that the participating Employee does not terminate voluntarily or is not terminated by the Debtors for cause before such date, and no payments under the Retention Programs will be made to insiders.

180. *Business and Other Expense Reimbursements: Reimbursable Expenses.* In the ordinary course of business, the Debtors reimburse Employees for certain reasonable and customary expenses incurred in their roles with the Debtors (collectively, the "Reimbursable

Expenses"), including, without limitation, permitted expenses related to travel and other business expenses. In an effort to control costs, the Debtors' policies require Employees to adhere to guidelines designed to ensure that the Reimbursable Expenses are reasonable and necessary. The Reimbursable Expenses are, thus, ordinary course expenses that Employees incur in performing their job functions and are vital to the continued operation of the Debtors' business and the preservation of value of the Debtors' estates.

181. The Debtors generally require that Employees book any business-related travel expenses through the Company's designated travel agency, which expenses are then paid directly by the Debtors. In addition, the Debtors have an arrangement whereby American Express issues company credit cards (the "T&E Cards") to Employees for business travel and certain other related expenses (the "T&E Card Expenses").[21] The Debtors have also issued a number of procurement cards through Bank of America (the "P-Cards") to select Employees, to be used for de minimis business expenses such as emergency supplies, professional memberships, meeting and conference expenses, food and beverages, and postage (the "P-Card Expenses"). The P-Cards have a monthly credit limit of between $5,000 and $10,000, depending on the Employee cardholder. Employees are required to charge any Reimbursable Expenses to a T&E Card or P-Card whenever possible. In limited circumstances where use of those cards is not feasible, Employees may pay Reimbursable Expenses directly, and submit an expense report for reimbursement by the Debtors.

182. The Debtors process and administer Reimbursable Expenses through a software management system managed by Concur. T&E Card Expenses and P-Card Expenses are automatically uploaded into this system, and the cardholder Employees are able to review the T&E

[21] Shortly following the Petition Date, the Debtors' will open two additional Bank of America accounts as collateral accounts for their P-Card balances. Each account has a $200,000 minimum balance and is being required by Bank of America due to the Debtors' perceived increased credit risk.

Card Expenses and P-Card Expenses, make any necessary adjustments or corrections, enter any additional Reimbursable Expenses that are not T&E Card Expenses or P-Card Expenses along with the supporting documentation required by the applicable policy, and then submit expense reports for review and approval by the Employee's manager or other immediate supervisor in accordance with the Debtors' established expense reimbursement policies.

183. During the first five (5) full months of 2022, the Debtors estimate that in the aggregate the Employees incurred, on average, approximately $1,050,000 per month in Reimbursable Expenses. The majority of Reimbursable Expenses are for meals with health care professionals; hotels, other travel-related expenditures; and expenses incurred in connection with internal business meetings and other events. The vast majority of Reimbursable Expenses are charged to T&E Cards or P-Cards and, on a monthly basis, amounts outstanding are paid by the Debtors to American Express and Bank of America via ACH transfer and direct debit, respectively. In 2022, substantially all Reimbursable Expenses were charged to T&E Cards and P-Cards; only approximately 4% were incurred directly by Employees. Although the Debtors request that Employees submit reimbursement requests promptly, not all Employees do so. The Debtors estimate that they may owe approximately $1,500,000 on account of prepetition Reimbursable Expenses as of the Petition Date, including amounts to be reimbursed directly to the Employees and to be paid to American Express and Bank of America.

184. *Relocation and Expatriate Expenses.* In the ordinary course of business, the Debtors pay or reimburse Employees for relocation expenses incurred at the Debtors' request or for the Debtors' benefit (the "Relocation Expenses") pursuant to established written policies. The Debtors use a third-party provider of relocation services, Cornerstone Relocation Group ("Cornerstone"), to assist Employees with a variety of services associated with their relocation,

and typically make payments of any Relocation Expenses directly to Cornerstone. Generally, the amount of Relocation Expenses payable by the Debtors varies based on the Employee's level of seniority, and Employees are required to repay any Relocation Expenses if they resign or are terminated for cause within two years of the relocation. The Debtors believe that as of the Petition Date they have no unpaid Relocation Expenses outstanding.

185. In addition, the Debtors cover certain expenses (the "Expatriate Expenses") incurred by one expatriate employee (the "Expatriate Employee") who is temporarily assigned to work outside his home country. Among other things, the Debtors pay for certain housing, tax preparation, and other miscellaneous expenses incurred by the Expatriate Employee as part of the transition to the employee's temporary location. The Debtors believe that as of the Petition Date they owe approximately $3,400 on account of unpaid Expatriate Expenses.

186. *Outside Director Compensation and Outside Director Expenses.* Endo Parent currently maintains an eight member Board comprised of Endo Parent's chief executive officer and seven directors that are not Employees of the Debtors (collectively, the "Outside Directors"). Certain of the Outside Directors serve on the Audit & Finance; Compensation; Nominating, Governance & Corporate Responsibility; Compliance; and Strategic Planning committees of the Board (each, a "Committee").

187. The Outside Directors have historically received an annual cash retainer and an annual equity retainer in the form of fully vested ordinary shares in Endo Parent. For 2021, the Company paid a cash retainer of $150,000 to each Outside Director in June 2021, along with an equity retainer with a grant date value of $300,000. The Compensation Committee approved modifications to the Company's Outside Director Compensation package, effective January 1, 2022, that eliminate the equity component and instead provide solely for quarterly (in lieu of

annual) cash payments that total $450,000 per year. In addition, an Outside Director who serves on a Committee receives additional compensation of $15,000 per year, and the chair receives $25,000. The Compensation Committee's prepetition modifications also included adding a monthly cash retainer of $10,000 for members of the Company's Strategic Planning Committee, and $15,000 for that committee's chair, effective November 1, 2021. Finally, the non-executive chairman of the Board receives $150,000 for serving in that role, and, while the Company does not currently have a senior Outside Director on the Board, the compensation structure allows for an additional cash retainer of $60,000 per year to any such senior Outside Directors.

188. The cash compensation of the Outside Directors described in the prior paragraph above (collectively, the "Outside Director Compensation") will be paid on a quarterly basis, in advance, moving forward. All Outside Director Compensation has been paid through the third quarter of 2022. Thus, as of the Petition Date the Debtors have no unpaid Outside Director Compensation outstanding.

189. The Debtors also reimburse certain expenses incurred by the Outside Directors in connection with the performance of their duties (the "Outside Director Expenses"). In addition to being eligible for reimbursement of Reimbursable Expenses under the Debtors' Company-wide travel and expense reimbursement policies, Outside Directors are also entitled to a fee of $5,000 per trip to the Company's international headquarters in Ireland, other than for regularly scheduled Board meetings, along with an additional $2,500 per meeting for any additional Board meetings. In addition, the Debtors pay or reimburse certain Outside Directors for additional expenses, including foreign tax preparation services and fees for director education programs. The Debtors believe that as of the Petition Date they owe approximately $42,000 on account of unpaid Outside Director Expenses.

190. *Employee Benefits.* The Debtors maintain a number of Employee benefit programs, including health, dental, life, disability, and long-term care insurance, retirement savings plans, and other similar programs, as described below. Certain of these benefits require payments by the Debtors and may be unpaid as of the Petition Date because certain obligations may have accrued either in whole or in part prior to the Petition Date, but do not become payable in the ordinary course of the Debtors' businesses until after the Petition Date.

191. *Health Care Benefits.* In the ordinary course of their business, the Debtors provide medical, dental, and vision insurance coverage, prescription drug insurance, and other related benefits to their Employees (collectively, the "Health Care Benefits"). The Debtors provide Health Care Benefits to the Employees through a mix of fully insured and self-insured plans, including: (a) medical and prescription insurance benefits provided by Aetna, Medavie Blue Cross ("MBC"), DVK Luxembourg, VitalityHealth, Cigna, and Irish Life (collectively, the "Medical Plans"); (b) dental insurance benefits provided by Delta Dental and MBC (collectively, the "Dental Plans"); and (c) vision insurance coverage provided by VSP Vision Care and MBC (collectively, the "Vision Plans"). Eligible Employees generally may participate in the Medical Plans, Dental Plans, and Vision Plans as of the date of hire.

192. Under the self-insured Medical Plans and Dental Plans, Aetna and Delta Dental (collectively, the "Self-Insured Providers") pay the covered Employee's healthcare costs directly to the doctor or other healthcare provider (other than any required deductible or similar payment) and then seek reimbursement from the Debtors on either a weekly or bi-weekly basis (the "Medical Insurance Claims"). At the end of each weekly or bi-weekly period, the Debtors pay the Self-Insured Providers for the Medical Insurance Claims that have been made, along with an additional fee for administering the plan (the "Medical Insurance Fees"). Additionally, in connection with

the self-insured plans, the Debtors maintain stop-loss insurance through HM Life (the "Stop-Loss Provider"), which provides coverage for accumulated claims above a predetermined threshold (the "Stop-Loss Insurance").

193. Last month the Debtors paid the Self-Insured Providers approximately $1,900,000 per month on account of Medical Insurance Claims and approximately $140,000 per month in Medical Insurance Fees. It is difficult for the Debtors to estimate with a degree of certainty the amount of estimated Medical Insurance Claims that may be currently pending because of the nature of the Medical Insurance Providers' claims funding processes. However, the Debtors estimate that approximately $2,200,000 of Medical Insurance Claims and Medical Insurance Fees are outstanding as of the Petition Date, including unreimbursed amounts the Medical Insurance Providers already paid to healthcare providers, as well as amounts for medical services provided to eligible Employees but not yet paid by the Medical Insurance Providers. Additionally, the Debtors pay approximately $170,000 per month to the Stop-Loss Provider in premiums for the Stop-Loss Insurance (the "Stop-Loss Premiums"), and approximately $0 in Stop-Loss Premiums were outstanding as of the Petition Date.

194. Under the remaining fully insured Health Care Plans and Vision Plans, the Debtors pay approximately $160,000 in monthly premiums and $180,000 in annual premiums (collectively, the "Medical Insurance Premiums") to MBC, Irish Life, DVK Luxembourg, VitalityHealth, Cigna, and VSP Vision Care, and approximately $0 of Medical Insurance Premiums were outstanding as of the Petition Date. The Debtors seek authority to pay all Medical Insurance Claims, Medical Insurance Fees, Stop-Loss Premiums, and Medical Insurance Premiums as they become due in the ordinary course of business.

195. *Health Savings and Flexible Spending Plans.* The Debtors offer eligible U.S.-based Employees the ability to contribute a portion of their pre-tax compensation to pay for certain health care expenses or dependent care expenses through certain health savings and flexible spending programs. Employees who enroll in the high deductible Medical Plans offered by Aetna are eligible to contribute pre-tax compensation to a health savings account ("HSA") that can be used to pay for certain eligible health expenses (the "HSA Plan"). Through ADP, the Debtors make periodic contributions to an enrolled Employee's HSA totaling $500 for employee-only coverage or $1,000 for all other coverage levels. Federal law sets the maximum amount that can be contributed by an Employee to his or her HSA while obtaining the pre-tax benefits associated with making such contributions. Funds in an HSA roll over from year to year and belong to the Employee even after he or she ceases working for the Debtors.

196. In addition, eligible U.S. Employees have the option of participating in a tax-advantaged flexible spending accounts benefit plan (the "FSA Plans" and, together with the HSA Plan, the "Health Savings and Flexible Spending Plans") pursuant to which Employees voluntarily contribute amounts to three types of Flexible Spending Accounts:

- *Health Care FSA*: Employees who enroll in the low deductible Medical Plans offered by Aetna are eligible to contribute up to $2,850 annually to a Health Care FSA to cover qualified medical, dental, and vision expenses for a calendar year. The contributed money does not carry over—at the end of the year, unused money is lost.
- *Combination FSA*: Employees who enroll in the high deductible Medical Plans offered by Aetna are eligible to contribute up to $2,850 each year to a Combination FSA. The Combination FSA is designed to work together with the HSA. Until an Employee meets the IRS-required medical deductible of $1,400 per individual and $2,800 per family, the Combination FSA can be used to cover eligible dental and vision expenses only. Once these minimum amounts are exceeded, the Combination FSA can be used to pay for qualified medical and prescription drug expenses. Like the Health Care FSA, contributed funds do not carry over from year to year.
- *Dependent Care FSA*: Employees do not have to elect a Medical Plan to contribute to a Dependent Care FSA. Employees can contribute up to $5,000

per year ($2,500 if married and filing separate tax returns) to help cover qualified dependent care expenses, such as child daycare for children up to age 13 or elder care. Like the Health Care FSA and Combination FSA, unused money does not carry over from year to year.

197. Eligible Employees may elect to participate in the Health Savings and Flexible Spending Plans when they become eligible to participate in the Medical Plans. Under those plans, bswift® records participating Employees' elections, and, through ADP, the Debtors withhold corresponding amounts from those Employees' pre-tax payroll as Deductions and remit those amounts to PayFlex. The Debtors estimate that they withhold an aggregate amount of approximately $8,800 per month from participating Employees in connection with the Health Savings and Flexible Spending Plans. PayFlex then provides participating Employees with debit cards linked to a PayFlex account to pay for eligible expenses. PayFlex charges the Debtors a monthly administrative fee of $2,300. The Debtors believe that as of the Petition Date they have no unpaid amounts owing to PayFlex on account of administering the Health Savings and Flexible Spending Plans.

198. *Insurance Plans and Disability Plans.* The Debtors provide eligible Employees based in the U.S. or Canada with basic life and accidental death and dismemberment insurance coverage including term life policies with a benefit generally equal to a multiple of between one and two times the Employee's annual base salary (up to a cap ranging from $500,000 to $1,000,000) at no cost to the Employee. The Debtors provide their Employees in Ireland and the United Kingdom with basic life insurance coverage in an amount equal to four times base salary (collectively, the "Basic Life Insurance and AD&D Plans"). The Debtors' Basic Life Insurance and AD&D Plans are offered through MBC in Canada, Cigna in the U.S., Irish Life in Ireland, and Liverpool Victoria ("LVE") in the United Kingdom (the "Providers").

199. The Debtors also provide eligible Employees with self-insured, short-term disability coverage (the "Short-Term Disability Plan"). Coverage for Employees based in Canada, Ireland, Luxembourg, and the United Kingdom is offered on a self-insured basis. In the U.S., coverage is offered through Cigna. Eligible Employees are automatically enrolled in the Short-Term Disability Plan on the first day of their employment. When a claim is duly made, the Short-Term Disability Plan will pay eligible Employees from 100% to 60% of eligible weekly earnings for up to six months, through the Debtors' ordinary course payroll process. Thus, any benefits under the Short-Term Disability Plan are reflected in the Debtors' gross payroll figures, discussed above. As of the Petition Date, approximately 5 Employees were receiving benefits under the Short-Term Disability Plans. Additionally, the Debtors incur monthly administrative costs of approximately $1,300 to Cigna under the U.S. Short Term Disability Plan, and approximately $0 was outstanding as of the Petition Date.

200. The Debtors also offer eligible Employees access to long-term disability coverage (the "Long-Term Disability Plans" and, together with the Short-Term Disability Plan, the "Disability Plans"). Eligible Employees are automatically enrolled in the Long-Term Disability Plans on the date of hire. The Long-Term Disability Plans are fully insured by Cigna, MBC, LVE, Baloise, and Irish Life, and the premiums are paid by the Debtors. When a claim is duly made, the Long-Term Disability Plans will pay eligible Employees between 50% and 70% of their monthly earnings. The Debtors incur approximately $50,000 per month in premiums for the Long-Term Disability Plans. The Long-Term Disability Plans provide Employees with coverage for a period running after the expiration of coverage under the respective Short-Term Disability Plans and lasting for as long as the Employee is disabled.

201. The Debtors believe that as of the Petition Date they have no unpaid obligations with respect to the Insurance Plans and Disability Plans.

202. *COBRA.* Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (as amended, "COBRA"), the Debtors offer eligible former Employees the opportunity to elect to continue insurance coverage ("COBRA Benefits") under certain of the Debtors' Health Care Benefits plans. As of the Petition Date, approximately 95 of the Debtors' former Employees have elected to receive COBRA Benefits, and there are approximately 70 former Employees that remain eligible to enroll in COBRA Benefits but have yet to do so. The Debtors may pay all of an electing Employee's COBRA premiums for a period of time following termination, and thereafter a portion of those premiums, for Employees that are eligible under the Severance Plan (discussed below). Otherwise, participating Employees pay 100% of the premiums owed for the COBRA Benefits directly to bswift, which administers the Debtors' COBRA Benefits. The Debtors pay bswift approximately $36,000 per month for fees relating to administration of the COBRA Benefits. These fees are paid at the beginning of the month for the month of service. Therefore, as of the Petition Date, the Debtors do not believe they owe any accrued and unpaid amounts associated with the administration of the COBRA Benefits.

203. *Retirement Plans.* The Debtors offer a 401(k) retirement savings plan to all regular, full-time and part-time Employees of the Debtors located in the U.S. (the "401(k) Plan"). The 401(k) Plan is a qualified defined contribution savings plan administered by Charles Schwab ("Schwab"). The Debtors generally match an Employee's voluntary contributions dollar-for-dollar up to the first 3%, and 50 cents for every dollar of the next 2%, of the Employee's eligible compensation subject to limits under the Internal Revenue Code. Matching contributions are made by the Debtors each pay period. For Employees hired on or after January 1, 2018, Company

matching contributions are 50% vested after one year and 100% vested after two years. Company contributions to Employees hired before this date are immediately vested.

204. The Debtors also offer a separate retirement savings plan to Employees in Canada through Manulife, along with a statutory pension plan (the "Paladin Plans"). The retirement Paladin Plan consists of two components: a registered retirement plan under which an Employee contributes a percentage of his or her base salary, and a deferred profit-sharing plan, pursuant to which the Debtors match that contribution up to 4% of the Employee's salary. The Debtors' matching contributions become fully vested after two years of consecutive employment for the particular Employee. The pension component contemplates mandatory contributions totaling approximately 12.3% of the Employee's salary, split evenly between the Employees and the Debtors.

205. The Debtors also offer a separate defined contribution plan to their Ireland-based Employees through Irish Life (the "Irish Retirement Plan"). Under the Irish Retirement Plan, the Debtors make a core contribution equal to 4% of the Employee's qualifying compensation, and also match Employee contributions from an additional 1-4%. Employees can then make additional, unmatched contributions above that threshold. The Debtors' contributions become fully vested after two years of consecutive employment for the particular Employee.

206. Finally, the Debtors offer two Luxembourg-based Employees retirement, death, and disability benefits through a fully insured pension scheme administered by Bâloise Vie Luxembourg S.A. ("Bâloise"), whereby the Debtors pay set premiums on an annual basis calculated as a percentage of the Employee's salary, in addition to optional monthly contributions by eligible Employees. Those contributions are then invested by Bâloise and paid out at varying levels upon the retirement, death, or disability of the participating Employee. The Debtors also

offer one Employee based in the U.K. with retirement benefits through a similar pension scheme administered by Nest, whereby the Debtors and the Employee make set monthly contributions, in each case calculated as a percentage of the Employee's base salary (8% and 2%, respectively) (collectively, the "Other Retirement Plans" and, together with the Irish Retirement Plan, the 401(k) Plan, and the Paladin Plans, the "Retirements Plans").

207. The Debtors estimate their matching and other contributions under the Retirement Plans to be approximately $710,000 per month. The Debtors also pay the various plan administrators certain fees for administering the Retirement Plans. The Debtors believe that as of the Petition Date they owe approximately $260,000 on account of employer contributions and administrative fees under the Retirement Plans.

208. *Paid Time Off.* The Debtors provide all full-time and part-time Employees working at least 20 hours per week with paid time off ("Paid Time Off") for rest, relaxation, personal pursuits and days of personal significance. The number of days of Paid Time Off that eligible Employees are allotted generally ranges from approximately 15 to 30 days per year, based on length of service with the Debtors and the number of hours per week the Employee is regularly scheduled to work. The Debtors' U.S. Employees receive an advanced allotment of half of their annual Paid Time Off days on January 1 and the balance on July 1 each year, but such time is accrued in accordance with the set guidelines for years of service and hours worked. All eligible Employees generally may carry over up to five (5) accrued but unused Paid Time Off days to the next calendar year that must be used on or before March 31 or June 30, depending upon the location. The Debtors generally do not compensate Employees for unused Paid Time Off except that any unused, accrued and vested Paid Time Off will be paid upon termination of employment in accordance with the Debtors' past practices and the Severance Plan (discussed below).

Accordingly, the Debtors do not believe that an Employee's right to accrued Paid Time Off constitutes "claims" for purposes of the Bankruptcy Code. In the event that such accrued amounts are considered "claims," the value of the accrued but unused Paid Time Off as of the Petition Date would be approximately $18,200,000.

209. Additionally, under a prior version of the Company's Paid Time Off policy, all eligible Employees accumulated Paid Time Off without forfeiture. As of the Petition Date, there is approximately $5,110,000 in additional accrued Paid Time Off under this grandfathered policy, which has been frozen to new participants.

210. The Debtors also provide Employees with certain other paid absences, including, among other things, paid holiday, bereavement pay, parent and adoption leave for mothers and fathers, paid time off for absences due to witness duty, payment for absences due to jury duty, paid and unpaid leave of absences to meet various personal situations, and statutorily required time off such as military duty and family and medical leave. The foregoing types of leave do not provide for accrual.

211. *Severance Plan.* In 2015, the Company memorialized certain aspects of its past practice of providing severance payments and benefits under certain circumstances by putting in place a written severance policy applicable to Employees that are not subject to individual employment agreements with the Company. In 2020 and 2021, in connection with the Company's general practice of updating its corporate policies, including its Employee benefits plans, the Company amended, restated, and modified its existing severance plan to account for certain changes affecting the Company in the ordinary course of business (the "Severance Plan").

212. Typically, under the Severance Plan, the Debtors make a lump-sum payment to a terminated Employee through the Debtors' bi-weekly, weekly, or monthly payroll process after

the terminated Employee executes a release of claims against the Debtors and certain other conditions are satisfied. That payment generally includes an amount based on the Employee's annual base salary or annualized regular rate of compensation that varies depending upon the Employee's position and length of service, any unpaid annual bonus earned for the fiscal year preceding the year in which the Employee was terminated, and accrued but unused vacation time. Terminated Employees may also be entitled to payment of their COBRA premiums upon signing a release and separation agreement and electing continuing coverage, as well as certain outplacement services (collectively, the "Severance Obligations").

213. Additionally, in connection with the 2020 Restructuring Initiative and the 2022 Restructuring Initiative, the Debtors have incurred certain additional Severance Obligations with respect to Employees that were terminated in connection with the corresponding reductions in force. Specifically, in addition to the benefits afforded to eligible Employees under the Severance Plan, individuals scheduled for termination prior to a pending incentive plan vesting event are entitled to receive (i) a cash in-lieu-of payment for Corporate IC Plan participants terminated on or after October 1st of the plan year, and prior to March 1st of the payment year, and (ii) accelerated vesting of select tranches of outstanding awards previously issued to certain terminated Employees under the LTIP, depending on the relevant date of his or her termination.

214. I believe that having the authority to maintain the Severance Plan, along with the additional Severance Obligations previously incurred, is essential to the Debtors' business in order to retain, motivate and provide security to, their Employees. Honoring all Severance Obligations to the former non-insider Employees who have already been terminated prior to the Petition Date will minimize disruptions to the Debtors and smooth their transition into these Chapter 11 Cases. Furthermore, it is important that the Debtors fulfill their obligations incurred postpetition under

the Severance Plan to reassure their Employees that the Debtors intend to honor their obligations to Employees during these Chapter 11 Cases—both during and after their tenure with the Debtors. Paying severance amounts is required to assuage any fears of the Employees and motivate them to continue working for the Debtors during the course of these Chapter 11 Cases, which work, in turn, is required to achieve the Debtors' chapter 11 objectives.

215. Currently, there are no former non-insider Employees who have outstanding payments due under the Severance Plan. The Debtors believe that as of the Petition Date they have no unpaid obligations outstanding on account of the Severance Plan.

216. *Vehicle Services.* The Debtors provide certain U.S. and Canadian sales related employees, including directors, managers, and sales representatives, with vehicle services (collectively, the "Vehicle Services"). In the United States, vehicles are leased for certain employees through Wheels, Inc. In addition, MAP, Inc. provides management and maintenance of a related fuel program for leased vehicles, and CEI Group provides accident management services for the vehicles. Both MAP, Inc. and Wheels, Inc. will be replaced by Emkay in the latter half of 2022, however the process of phasing out those vendors has not been completed as of the Petition Date. The U.S. Vehicle Services include the lease of approximately 300 vehicles, and costs related to the leasing, management, fuel, and accident services total approximately $480,000 per month. While no vehicles are leased to Canadian employees, the Company's Canadian sales team is provided with a car allowance. Element Fleet provides for the management of the Canadian related Vehicle Services.

217. Although the Company plans to phase out the services provided by Map, Inc. and Wheels, Inc. over the second half of the 2022 year, the Debtors seek authority to continue providing Vehicle Services in the interim until those services are phased out, as Vehicle Services

are necessary to avoid any interruptions of the Debtors' services. The Debtors intend to continue to honor the U.S. and Canadian Vehicle Services after the Petition Date in the ordinary course of the Debtors' business.

218. *Other Benefits.* The Debtors provide eligible Employees with the opportunity to obtain various other miscellaneous voluntary and optional benefits (the "Other Benefits"). For example, the Debtors sponsor an education assistance program for eligible Employees whereby Employees are reimbursed for up to 36 credit hours-worth of approved career-related higher education classes or $7,000-worth of education expenses in a calendar year, whichever is met first. Other examples include (a) a work life balance program through Aetna; (b) an employee and family assistance program offered to Canadian Employees; (c) a legal assistance plan designed to give Employees access to attorneys for legal services for personal needs, such as will preparation, estate planning and family law offered through MetLife Legal Plans; (d) a discount program that gives Employees access to exclusive prices, discounts and offers from hundreds of local and national merchants; (e) an information service called Health Advocate that assists Employees with navigating complex health care and insurance-related issues; and (f) access to Gympass services as well as fitness centers at the Debtors' facilities located in Malvern, Pennsylvania.

219. The Debtors believe that the amounts owing on the Petition Date under these Other Benefits, including any amounts owed to third party administrators, are approximately $122,000. The Debtors intend to continue to honor such practices, programs, and policies after the Petition Date as such practices, programs, and policies may be modified, amended or supplemented from time to time in the ordinary course of the Debtors' business.

220. I believe the Employees provide the Debtors with essential services that are necessary to conduct the Debtors' business, and absent the payment of the Compensation and

Benefits Programs owed to the Employees, the Debtors will likely experience increased Employee turnover and instability at this critical time. I believe that without these payments, the Employees may become demoralized and unproductive because of the potential significant financial strain and other hardships the Employees may face. I believe the enterprise value may be materially impaired to the detriment of all keyholders in such a scenario. I, therefore, believe that payment of the prepetition obligations with respect to the Employee Compensation and Benefits Programs is a necessary and critical element of the Debtors' efforts to preserve value and will give the Debtors the greatest likelihood of retaining their Employees as the Debtors seek to operate their business in these cases.

C. Insurance Motion

221. The Debtors seek entry of interim and final orders authorizing (a) the Debtors to maintain, continue, renew or purchase, as applicable and in their sole discretion, the Insurance Policies (as defined below), workers' compensation insurance policies, Bonding Program (as defined below), and Letters of Credit (as defined below) (collectively, the "Insurance Programs") on an uninterrupted basis and in accordance with the practices and procedures in effect before the Petition Date, (b) financial institutions to receive, process, honor and pay checks or wire transfers used by the Debtors to pay the foregoing, and (c) the Debtors' to modify the automatic stay with respect to Workers' Compensation Claims (as defined below) to allow Workers' Compensation Claims to proceed under the applicable workers' compensation insurance policies.

222. *The Debtors' Insurance Policies.* In the ordinary course of business, the Debtors maintain certain insurance policies that are administered by various insurers (the "Insurers"), which provide coverage to the Debtors for, among other things, general liability, products liability, cyber, crime, casualty, marine, workers' compensation and employment practices liability, directors' and officers' liability, first-party property losses, and various other liability and property

losses, liabilities, and claims (such insurance policies issued for the policy periods that include the Petition Date are referred to herein collectively as the "Insurance Policies"). In addition, from time to time, Insurers perform certain audits to identify and mitigate risks associated with the Debtors' operations and also conduct inspections of certain property and equipment. The Insurers work with the Debtors to address and mitigate any issues and also reports back to the Broker (as defined below), the Insurers' underwriters, and local and state governmental units, if applicable.

223. The majority of the Insurance Policies are held in the name of Debtor Endo International plc and cover both the Debtors and their non-debtor affiliates, but certain Insurance Policies are held by other Debtors directly. I believe the Insurance Policies are essential to the preservation of the Debtors' businesses, property, and assets, and that, in some cases, the coverage may be required by law or regulation, or obligated by contract. I further believe the Insurance Policies provide coverage that is typical in scope and amount for businesses that are similarly situated within the Debtors' industry.

224. The Debtors and their non-debtor affiliates typically obtain the Insurance Policies through Marsh LLC (the "Broker"), pursuant to a certain Engagement Letter (the "Broker Contract"). The Broker Contract is generally renegotiated annually at contract expiration to take into account changes in coverage requirements. The Broker assists in obtaining comprehensive insurance coverage and provides related services, including procuring and negotiating the Insurance Policies on what I believe to be advantageous terms and at competitive rates.

225. In exchange for the receipt of these services, the Debtors are obligated to pay certain fees. The Broker Contract provides for annual fees payable to the Broker of $395,000 *plus* commission for services related to covered policy placements and administration. The amount of

commission is up to 5% of gross premiums for coverages obtained through wholesale brokers. As of the Petition Date, the Debtors have paid the annual fee of $395,000.

226. The manner in which the Debtors pay premiums, Broker's fees, and other costs associated with the Insurance Policies depends on the Insurance Policy. For Insurance Policies held in the name of a Debtor other than Debtor Endo International plc, the named insured Debtor pays the Broker or the applicable Insurer directly. The majority of the Debtors' Insurance Policies, however, are held in the name of Debtor Endo International plc and provide coverage for the Debtors and non-debtor affiliates as subsidiaries of the named insured. Therefore, Debtor Endo International plc pays the applicable Insurer or the Broker (which in turn pays the applicable Insurer) on account of the collective insurance related obligations of itself, the Debtors, and certain of the non-debtor affiliates. Debtor Endo International plc then allocates costs to non-debtor affiliates to account for each non-debtor affiliate's portion of the insurance policy premiums.

227. The total amount paid in annual premiums and payments associated with the Insurance Policies is approximately $37,103,000 which includes fees, commissions, and reimbursements. The Insurance Policies renew at various times throughout each year, and the majority of the Insurance Policies were renewed in September 2021. However, select Insurance Policies were renewed in August and October of 2021 as well as April, July, and August of 2022.

228. For most Insurance Policies, the Debtors pay the annual premiums at the beginning of the applicable policy period. However, some Insurance Policies (the "Monthly Premium Policies") may occasionally permit monthly premium payments. Pursuant to the terms of the Monthly Premium Policies, the Debtors have paid all the applicable premiums for the Monthly Premium Policies. The Debtors are not aware of any pending requests for payment under the Insurance Policies.

229. *The Debtors' Workers Compensation Insurance Policies.* Under applicable law, the Debtors are required, through self-insurance or third-party insurers, to provide their employees and retirees with workers' compensation insurance coverage for claims arising from or related to their employment with the Debtors (the "Workers' Compensation Claims"), and to satisfy the Debtors' obligations arising under or related to these programs (the "Workers' Compensation Obligations").

230. The Debtors maintain workers' compensation insurance policies with Everest Premier Insurance Company ("Everest"). The policies are administered by Sedgwick Claims Management Services ("Sedgwick"). The Debtors pay any related premiums to Everest indirectly, through the Broker. Under these policies, Everest provides insurance for Workers' Compensation Claims in excess of the $250,000 deductible per accident. To secure the Debtors' obligation to pay amounts up to the deductible, the Debtors maintain an escrow account (the "Loss Fund") with Sedgwick. Periodically, as the balance of the Loss Fund is depleted, the Debtors are required by Sedgwick to make deposits into the Loss Fund. On average, the Debtors pay $20,000 per month into the Loss Fund. As of the Petition Date, the balance of the Loss Fund is approximately $21,000.

231. The Debtors' Workers' Compensation Claims incurred prior to the 2020 policy period (the "Legacy Claims") are not paid using the Loss Fund. Instead, the Debtors pay all applicable deductibles on Legacy Claims incurred during the 2018 and 2019 policy years directly to Everest. The Debtors pay all applicable deductibles on Legacy Claims incurred prior to the 2018 policy period directly to The Travelers Companies, Inc. ("Travelers"). As of the Petition Date, Travelers holds cash collateral in the amount of approximately $386,000 for Legacy Claims incurred prior to the 2018 policy period.

232. As of July 1, 2022, the Debtors have approximately 23 and 11 open Workers' Compensation Claims against them on account of and relating to the workers' compensation insurance policies with Everest and Travelers, respectively. The Debtors estimate that, as of July 1, 2022, they have accrued liabilities in the approximate amounts of $524,000 and $162,000 on account of Workers' Compensation Claims relating to the workers' compensation insurance policies with Everest and Travelers, respectively.

233. *The Debtors' Bonding Program.* In the ordinary course of business, the Debtors are required by certain applicable statutes, rules, and regulations to maintain bonds in favor of certain third parties to secure the Debtors' payment or performance of certain obligations, often to governmental units or other public agencies (the "Bonding Program"). The Bonding Program covers a range of obligations, including, among other things, obligations related to various states' boards of pharmacy or other state agencies and U.S. Customs and Border Protection (the "Covered Obligations"). I believe that the Bonding Program provides coverage that is typical in scope and amount for businesses within the Debtors' industry.

234. As of the Petition Date, the Debtors' outstanding surety bonds were issued by the following sureties: Hartford Financial Services Group, Liberty Mutual Group, and Travelers (each individually, a "Surety," and collectively, the "Sureties"). Generally, the surety bonds' premiums are determined annually. The Debtors pay such premiums upon issuance and upon renewal. The total payments associated with the surety bonds, including annual premiums, is approximately $10,155.

235. The surety bonds shift the risk of the Debtors' nonperformance covered by the applicable surety bond to the Surety. If the Debtors fail to pay Covered Obligations, then the applicable Surety will pay the Debtors' obligations up to a specified amount. Unlike an insurance

policy, if a Surety incurs a loss on a surety bond, the Surety is entitled to recover the full amount of that loss from the Debtors.

236. To continue their business operations, the Debtors must be able to provide financial assurances to federal, state, and foreign governments, regulatory agencies, and other third parties. This, in turn, requires the Debtors to maintain the existing Bonding Program, including paying the premiums and any related fees as they come due, renewing or potentially acquiring additional bonding capacity as needed in the ordinary course of their businesses, requesting releases from obsolete bonding obligations, and executing other agreements in connection with the Bonding Program. I believe that the success of the Debtors' efforts to operate effectively and efficiently will depend on the maintenance of the Bonding Program on an uninterrupted basis. And importantly, no feasible alternative to maintaining the Bonding Program exists.

237. As of the Petition Date, I believe that all premium payments due and owing under the Bonding Program have been paid in full and I am not aware of any pending requests for payment by the Sureties. Nevertheless, the Debtors request that they be authorized to maintain the Bonding Program in the same manner as they did prepetition and to pay any prepetition claims arising under the Bonding Program. The Debtors further request authority to honor the current bonds in place and renew, replace, modify, extend, or add to the Bonding Program as needed, including through the issuance of new surety bonds, postpetition.

238. *Letters of Credit.* The Debtors have 14 letters of credit (the "Letters of Credit") outstanding, totaling approximately $7,234,000. The Letters of Credit cover a range of obligations, including, but not limited to, obligations related to regulatory requirements, insurance provider requirements, fleet management, freight logistics, and property leases. As of the Petition Date, the Debtors do not believe there are any payments due and owing on account of the Letters

of Credit, and the Debtors are not aware of any pending requests for payment on the Letters of Credit.

239. I believe the nature of the Debtors' businesses makes it essential for the Debtors to maintain their Insurance Programs on an ongoing and uninterrupted basis. Further, I believe the nonpayment or delayed payment of any premiums, deductibles, or related fees under the Insurance Programs could result in: (a) the cancellation, or attempted cancellation, of the Insurance Policies, surety bonds, or the Letters of Credit; or (b) the Debtors' inability to obtain renewal or replacement of the Insurance Policies, surety bonds, or the Letters of Credit. If any of the Insurance Programs lapse, the Debtors could be in violation of state or federal law and the loss of licenses and the ability for the Debtors to operate their business.

240. I understand that as a prerequisite for operations, certain governmental agencies require the Debtors to maintain certain Insurance Policies and surety bonds. Moreover, I understand that numerous contracts with third-party suppliers, distributors and contractors obligate the Debtors to demonstrate certain levels of insurance coverage and to remain current with respect to certain Insurance Policies.

241. If the Debtors are unable to make any payments that may be owed on account of the Insurance Policies, including on account of a premium adjustment, I believe that the unpaid third-party insurance carriers may seek relief from the automatic stay to terminate such Insurance Policies. The Debtors then would be required to obtain replacement insurance on an expedited basis and at a significant cost. I believe that even if these Insurance Providers were not permitted to terminate the agreements, any interruption of payment would have an adverse effect on the Debtors' ability to obtain future policies at reasonable rates. Moreover, I believe that any interruption in such coverage would expose the Debtors to a variety of risks, including the possible

(a) incurrence of direct liability for the payment of claims that otherwise would have been covered by the Insurance Programs, (b) incurrence of material costs and other losses that otherwise would have been reimbursed, such as attorneys' fees for certain covered claims, (c) inability to obtain similar types and levels of insurance coverage, (d) incurrence of higher costs for reestablishing lapsed policies or obtaining new insurance coverage and (e) incurrence of direct liability for failing to maintain required insurance coverage.

D. Taxes Motion

242. The Debtors seek entry of interim and final orders authorizing, but not directing, the Debtors, in their sole discretion, to pay various tax liabilities and fees including franchise taxes, income taxes, license and reporting taxes, gross receipt taxes, goods and services taxes, regulatory taxes, real and personal property taxes, sales and use taxes, value-added taxes, and any other types of taxes, fees, assessments, or similar charges, and any penalty, interest, or similar charges in respect of such taxes and fees (collectively, the "Taxes and Fees") owed to certain international, federal, state, and local governmental entities (each individually, an "Authority," and collectively, the "Authorities") incurred by the Debtors in the ordinary course of business. Following the Petition Date, the Debtors intend to make future payments on account of Taxes and Fees in the ordinary course.

243. It is my understanding that the Debtors were substantially current in the payment of assessed and undisputed Taxes and Fees that came due and payable prior to the Petition Date; however, certain Taxes and Fees attributable to the prepetition period are not yet due. As discussed below, as of the Petition Date, the Debtors estimate that they have accrued liabilities, which are not yet due and outstanding, in the approximate amount of $5,380,000 on account of Taxes and Fees. This sum is comprised of the following, each of which is defined and further described below: (a) $7,000 in accrued Administrator Fees; (b) $497,000 in accrued U.S. Sales and Use

Taxes, GST Taxes, and VAT Taxes; (c) $1,942,000 in accrued U.S. Income Taxes, U.S. Franchise Taxes, and foreign income and franchise tax liabilities; (d) $2,900,000 in accrued license, reporting, and regulatory Taxes and Fees; and (e) $34,000 in accrued real and property Taxes and Fees.

244. *Administrator Fees*. With respect to certain Taxes and Fees, the Debtors either pay the applicable Authority directly or contract with third-party providers or administrators (collectively, the "Administrators") to administer and deliver payments to the applicable Authorities. For their services, the Debtors pay the Administrators certain fees (the "Administrator Fees") in the ordinary course of business. As of the Petition Date, the Debtors estimate that they owe the Administrators an aggregate amount of approximately $7,000 on account of accrued and unpaid prepetition Administrator Fees.

245. *U.S. Sales and Use Taxes, GST Taxes, and VAT Taxes*. In the ordinary course, the Debtors collect and remit certain United States taxes related to the sale, use, and consumption of goods and services arising from the sale, use, and purchase of products, inventory, supplies, or other goods in the Debtors' businesses (the "U.S. Sales and Use Taxes"). Specifically, the Debtors collect and remit sales and use taxes to certain Authorities in connection with the operation of their businesses and the sale and distribution of the Debtors' products. Within the United States, the Debtors are subject to gross receipt taxes in Ohio, Oregon, and Washington. The Debtors also incur use taxes when they purchase materials and services from a vendor that is not registered to collect sales taxes for the state where the property is delivered or the services are provided. In these circumstances, vendors are not obligated to charge or remit sales taxes. As purchasers, however, the Debtors must self-assess and pay the use taxes to the appropriate Authority.

246. In addition to the foregoing, and in connection with their global businesses, the Debtors also incur, collect, and remit other sales-related taxes in certain foreign jurisdictions. In Canada, the Debtors are subject to goods and services taxes ("GST Taxes"), which are general consumption taxes imposed on the purchase of goods and services. The Debtors also incur, collect, and remit certain value-added taxes ("VAT Taxes") in certain foreign jurisdictions, specifically, in Belgium, Ireland, Italy, Spain, and United Kingdom. VAT Taxes are general consumption taxes imposed at the point of entry or the point of sale of goods and services, depending on the applicable Authority. The manner in which the Debtors pay VAT Taxes varies depending on the applicable jurisdiction. Specifically, in Ireland, Debtors file a consolidated VAT Tax return for Endo Global Aesthetics Limited, Endo Global Biologics Limited, and Endo Ventures Limited. In all other jurisdictions, VAT Taxes owed by Endo Ventures Limited are paid by Endo Ventures Limited as a registered VAT payer for those jurisdiction. As of the Petition Date, the Debtors estimate that they currently have $497,000 in outstanding accrued prepetition amounts on account of U.S. Sales and Use Taxes, GST Taxes, and VAT Taxes.

247. *Income and Franchise Taxes*. The Debtors are subject to federal and state income tax liabilities in the United States ("U.S. Income Taxes"). Certain Debtors pay the applicable Authorities for U.S. Income Taxes owed on behalf of a consolidated tax group of certain other Debtors. Any U.S. Income Taxes that are owed are paid to the applicable Authority on a quarterly, annually, or ad hoc basis as they come due, depending on the jurisdiction. In addition, the Debtors are subject to franchise tax liabilities in the United States as a result of their business operations ("U.S. Franchise Taxes"). Generally, any U.S. Franchise Taxes owed by the Debtors are paid either quarterly or annually to the applicable Authorities.

248. The Debtors are also subject to income tax liabilities in certain foreign jurisdictions as a result of certain of the Debtors' foreign business operations, specifically, in Cyprus, Canada, Ireland, Netherlands, Luxembourg, and the United Kingdom. Generally any foreign income taxes owed by the Debtors are paid on a frequency determined by the laws of the corresponding foreign jurisdiction. As of the Petition Date, the Debtors estimate that they currently have $1,942,000 in outstanding accrued prepetition amounts on account of U.S. Income Taxes, U.S. Franchise Taxes, and foreign income and franchise tax liabilities.

249. *License, Reporting, and Regulatory Taxes and Fees*. In the United States, many state and local Authorities require the Debtors to pay license, reporting, excise, and regulatory Taxes and Fees as a condition to the Debtors conducting business within the applicable jurisdiction. Specifically, the Debtors are obligated to pay these types of Taxes and Fees to maintain licenses and permits issued by Authorities that govern the regulation and use of air, water, wastewater, solid waste, and hazardous waste. The Debtors are also obligated to pay Taxes and Fees in connection with certain United States regulatory and filing requirements, which are generally paid in arrears to the applicable Authorities on an annual basis. License, reporting, excise, and regulatory Taxes and Fees are paid to the applicable Authority, depending on the jurisdiction, either on a periodic basis as invoices are received or on an ad hoc basis as they come due. The manner in which the Debtors' license, reporting, and regulatory Taxes and Fees are paid varies. The Debtors pay certain Taxes and Fees directly to the applicable Authority, and other Taxes and Fees through certain Administrators. For example, the Debtors contract with GTM to administer and deliver Taxes and Fees for state business licenses to the applicable Authority. In addition, certain outside counsel of the Debtors administer and deliver payments of certain environmental permit fees to the applicable Authority.

250. The Debtors are also obligated to pay Taxes and Fees specifically related to their pharmaceutical production and distribution, including, but not limited to, fees imposed by the United States Food and Drug Administration (the "FDA Fees"), and fees pursuant to the Patient Protection and Affordable Care Act (the "Branded Prescription Drug Fee"), and state opioid excise taxes in the ordinary course of business (the "Opioid Excise Taxes"). The Debtors pay the FDA Fees, Branded Prescription Drug Fee, and Opioid Excise Taxes on behalf of the other Debtors.

251. The return and payments for the Branded Prescription Drug Fee are generally due on September 30 of each year. In September 2022, the Debtors will be obligated to pay a Branded Prescription Drug Fee in the amount of $3,314,439 for the 2022 annual period. As of the Petition Date, the Debtors estimate that they currently have (b) no prepetition amounts outstanding on account of any FDA Fees, (c) $2,321,000 in outstanding accrued prepetition amounts on account of the Branded Prescription Drug Fee, and (d) $479,000 in outstanding accrued prepetition amounts on account of Opioid Excise Taxes.

252. *Foreign License, Reporting, and Regulatory Taxes and Fees*. Outside the United States, the Debtors incur, in the ordinary course of business, certain regulatory Taxes and Fees as a condition to the Debtors conducting business within the applicable foreign jurisdiction. Ireland, Austria, Spain, the Netherlands, and the United Kingdom require the Debtors to pay various license, reporting, and regulatory Taxes and Fees as a condition to the Debtors conducting business in their respective countries. The Debtors typically remit the foreign regulatory Taxes and Fees to the relevant Authorities, depending on the jurisdiction, on a monthly, quarterly, annual, other recurring, or ad hoc basis as they come due. Specifically, certain Irish Authorities require the Debtors to pay various regulatory Taxes and Fees as a condition to the Debtors conducting business

in Ireland. The Debtors are presently subject to fees imposed by the Irish Takeover Panel, Health Products Regulatory Authority, and Ireland's Environmental Protection Agency.

253. As of the Petition Date, the Debtors estimate that they currently have no outstanding accrued prepetition amounts on account of such license, reporting, and regulatory Taxes and Fees in Ireland, Austria, Spain, the Netherlands, and the United Kingdom. Following the Petition Date, the Debtors intend to make future payments on account of such postpetition Taxes and Fees in the ordinary course.

254. *Miscellaneous License, Reporting, and Regulatory Taxes and Fees*. In the United States and foreign jurisdictions, the Debtors also incur various other Taxes and Fees on account of licenses, reporting requirements, and applicable regulations, including, but not limited to, duties on foreign supplies imported into such territory, merchandise processing fees, harbor maintenance fees, environmental fees, and health products regulatory authority fees (collectively, the "Miscellaneous Taxes and Fees"). As of the Petition Date, the Debtors estimate that they currently have approximately $100,000 in outstanding accrued prepetition amounts on account of the Miscellaneous Taxes and Fees.

255. As of the Petition Date, the Debtors estimate that they currently have $2,900,000 in outstanding accrued prepetition amounts on account of the license, reporting, and regulatory Taxes and Fees (including the Miscellaneous Taxes and Fees) in the United States, Ireland, Austria, Spain, the Netherlands, and the United Kingdom.

256. *Real and Personal Property Taxes.* It is my understanding that where the Debtors have operations and real and personal property, the Debtors may be subject to property taxes levied by state and local governments. Nonpayment of such property taxes could also result in additional fees and penalties. The Debtors pay amounts owed to the Authorities for real and personal property

taxes directly. As of the Petition Date, the Debtors estimate that they currently have $34,000 in outstanding accrued prepetition amounts on account of the real and personal property taxes.

257. It is my understanding that many of the Taxes and Fees constitute so-called trust fund obligations that the Debtors are required to collect from third parties and held in trust for payment to the applicable Authorities. I understand that the funds that would be used to pay the trust Taxes and Fees are not property of the Debtors' estates.

258. It is my understanding that payment of Taxes and Fees, such as property taxes is critical, as failure to pay certain property taxes may give rise to liens in favor of the Authority on the Debtors' relevant property to secure payment of those taxes. Nonpayment of property taxes could also result in additional fees and penalties. I have also been advised that the nonpayment of certain of the Taxes and Fees that constitute trust fund obligations and are not property of the Debtors' estates may result in personal liability for the Debtors' officers and directors. Efforts by the applicable Authorities to collect such trust fund amounts would unnecessarily divert the Debtors' officers and directors from tasks relating to the restructuring and ongoing management of the Debtors' business.

259. Lastly, the applicable Authorities may cause the Debtors to be audited if the Taxes and Fees are not paid immediately. Such audits will unnecessarily divert the Debtors' attention away from the reorganization process and may cause expenses and distraction in excess of the relatively minimal amount of the Taxes and Fees. In all cases, I believe that the Debtors' failure to pay Taxes and Fees could have an adverse impact on their ability to operate in the ordinary course of business.

E. Utilities Motion

260. The Debtors seek entry of interim and final orders (a) prohibiting the Debtors' utilities (the "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, (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.

261. *The Utility Services*. In connection with the operation of their business and management of their properties, the Debtors purchase utility services, including, but not limited to, electricity, natural gas, waste, sewer, water, and telecommunications (collectively, the "Utility Services") from the Utility Providers. Over the 12-month period ending on June 30, 2022, the Debtors paid an average of approximately $690,000 per month to their current Utility Providers. To the best of the Debtors' knowledge, there are no material defaults or arrearages with respect to the Debtors' undisputed Utility Services invoices, other than payment interruptions that may be caused by the commencement of the Chapter 11 Cases.

262. *Proposed Adequate Assurance Deposit*. The Debtors intend to pay all undisputed postpetition obligations owed to the Utility Providers in a timely manner. Cash held by the Debtors and the cash generated in the ordinary course of business will provide sufficient liquidity to pay Utility Service obligations in accordance with prepetition practice. Further, the Debtors have proposed using an existing account of the Debtors that is not being used for operations in which the Debtors will place a deposit equal to approximately two weeks of Utility Services, calculated as a historical average over the past 12 months (the "Adequate Assurance Deposit"). As of the Petition Date, the Debtors estimate the Adequate Assurance Deposit will equal $269,081. I believe that this account and the additional procedures set forth in the motion adequately protect the rights that I have been advised are provided to the Utility Providers under the Bankruptcy Code, while

also protecting the Debtors' need to continue to receive, for the benefit of their estates, the Utility Services upon which their businesses depend.

263. I believe that any interruption in Utility Services could force the Debtors to address payment requests by Utility Providers in a disorganized manner, distracting management from focusing on the Chapter 11 Cases and thereby jeopardizing the Debtors' reorganization efforts.

F. Customer Programs Motion

264. The Debtors seek entry of interim and final orders (i) authorizing, but not directing, the Debtors, in their sole discretion, to honor certain prepetition obligations owed to Customers under the Customer Programs (each as defined below) and to otherwise continue, renew, replace, modify, implement, revise and/or terminate Customer Programs in the ordinary course of business; (ii) granting relief from the automatic stay to permit setoff in connection with the Customer Programs; and (iii) authorizing and directing the banks and other financial institutions to honor and process related checks and transfers.

265. The Debtors' direct customers for their products are primarily: (i) specialty distributors (the "Distributors") that are responsible for the distribution of products to end customers; (ii) specialty pharmacies (the "Pharmacies") that manage product prescriptions from intake through shipment; and (iii) wholesalers (the "Wholesalers") that warehouse and distribute both retail and non-retail products, facilitate pricing, and provide routine reporting to the Debtors. The Debtors also contract directly with (i) group purchasing organizations (the "GPOs") that facilitate product pricing and discounts to institutional end customers, including hospitals, long-term care facilities, physicians clinics, and limited retail customers and (ii) pharmacy benefit managers (the "PBMs," and together with the Distributors, Pharmacies, Wholesalers, and GPOs, the "Customers") that ensure coverage and access to certain products for patients.

266. To preserve the Debtors' critical relationships with the Customers and maximize customer loyalty, in the ordinary course of business, the Debtors provide certain programs, practices, incentives, discounts, promotions and other accommodations (collectively, the "Customer Programs" and the obligations incurred thereunder, the "Customer Obligations"). The Customer Programs include Chargebacks, Rebates and Fees, Prompt Pay Discounts, Product Returns, Co-Pay Reduction Rebates, and Other Customer Programs (each as defined below). As explained in greater detail below, the Customer Programs utilized by the Debtors are customary in the pharmaceutical industry and essential to preserving the value of the Debtors' businesses.

267. As further described below, the Debtors estimate that the aggregate value of accrued prepetition Customer Obligations is approximately $526.7 million, $350.7 million of which is likely to come due during the Interim Period. The $526.7 million total comprises (a) $227.9 million in accrued Chargebacks (as defined below), all of which is expected to come due during the Interim Period; (b) $102.7 million in accrued Rebates and Fees (as defined below), $65.3 million of which may come due during the Interim Period; (c) $19.8 million in accrued Prompt Pay Discounts (as defined below), $11.5 million of which may come due during the Interim Period; (d) $52.6 million in accrued Product Returns (as defined below), $12.9 million of which may come due during the Interim Period; (e) $16.6 million in accrued Co-Pay Reduction Rebates (as defined below), $3.2 million of which may come due during the Interim Period; and (f) $107.1 million in Other Customer Programs (as defined below), $29.9 million of which may come due during the Interim Period. Though the amounts considered are substantial, Chargebacks, Rebates and Fees, Prompt Pay Discounts, Product Returns, and certain Other Customer Programs are typically satisfied by deductions by Customers from payments against outstanding accounts

receivable, which the Debtors then review and honor through setoffs within the Debtors' accounting system. Cash outlays comprise only a fraction of the requested relief.

268. *Chargeback Programs*. The Debtors negotiate certain agreements to establish contract pricing and chargebacks (the "Chargeback Agreements") with their Customers. The Chargeback Agreements govern the terms of sale of products by Distributors to certain eligible retail pharmacies, hospitals, mail-order pharmacies, hospice providers, long-term care providers, and other institutions (the "Dispensers"). In addition, certain of the Customers may also negotiate agreements to establish contract pricing and/or distribution arrangements directly with the Debtors (the "Purchase Agreements").

269. Based on the existence of certain Chargeback Agreements or statutory rights, Distributors may be entitled to sell the Debtors' products to certain eligible Dispensers at a special discounted rate (the "Chargeback Program"). The special discounted rate is less than the wholesale acquisition cost ("WAC") that the Distributors pay the Debtors. Thus, when the Distributors sell the products to eligible Dispensers at a rate lower than WAC, the Debtors are subject to an obligation to compensate the Distributor for the deficiency (a "Chargeback").[22]

270. When the Distributors ship products to certain eligible Dispensers, they submit a Chargeback request to the Debtors, which the Debtors promptly review and pay. However, in some cases, due to standard invoicing terms, the Debtors do not receive payment in the amount of the WAC from the Distributors for approximately thirty (30) to sixty (60) days after the products are shipped to the Distributors, even though a Chargeback may be generated before such payment. Due to the Debtors' long relationships with most of their Customers, the Customers typically

[22] For certain products, a rebate may be generated instead of a Chargeback. If a Distributor has a product in stock and the WAC of such product is adjusted higher, the Distributor is sent an invoice for the difference in WAC or such amount may be offset from such Distributor's accrued fees.

deduct the amount of the Chargeback from payments against outstanding accounts receivable, and the Debtors then review and honor such Chargeback deductions through setoffs within the Debtors' own accounting system.

271. The Debtors also accumulate Chargebacks under their agreement with CMS for Medicaid and relevant statutes. The Debtors are required to comply with the United States Department of Health and Human Services' 340B Drug Pricing Program (the "340B Program") established under Section 340B of the Public Health Service Act. Under this program, the Debtors must sell their products at specified prices that reflect a substantial discount to WAC. Failure to comply with the 340B Program may result in fines and penalties, and exclusion from other federal programs. Certain hospitals, clinics, and other entities, as set forth in relevant statutes, provide a minimum share, set by the 340B Program regulations, of their services to low-income patients and receive federal funds from CMS to help cover the costs of providing care to uninsured patients (such hospitals, clinics and other entities, the "340B Entities"). Pursuant to the 340B Program, the 340B Entities are entitled to receive the Debtors' products at a discounted price set by statute, which is calculated on a quarterly basis. 340B Entities purchase the Debtors' products from one of the Debtors' Distributors at the discounted price, and the Distributor then submits a chargeback to the Debtors for the difference between the WAC price that the Distributor paid to the Debtors and the discounted price paid by the 340B Entity to the Distributor (the "340B Distributor Chargebacks").

272. On average, the Debtors accrue approximately $211.0 million in Chargebacks, including the 340B Distributor Chargebacks, every month. The Debtors estimate that the aggregate amount of Chargebacks accrued and owing as of the Petition Date under the Chargeback Program is $227.9 million.

273. The Debtors request authority to pay and honor, including through implementing or agreeing to setoffs, prepetition Chargebacks owed to the Customers as they come due in the ordinary course of business and consistent with past practice. The Debtors estimate that the aggregate amount of prepetition Chargebacks so honored during the interim period will be $227.9 million. I believe that failure to pay and honor the prepetition Chargebacks would likely result in serious and irreparable harm to the Debtors, including more restrictive contract terms, loss of Customer loyalty or market share, and an erosion of Customer satisfaction and goodwill. If the Debtors are unable to provide the products on competitive terms, Customers will seek other manufacturers or other alternatives to meet their demand.

274. Additionally, the Debtors request authority to continue to perform, including through implementing or agreeing to setoffs, under the Chargeback Program on a postpetition basis in the ordinary course of business and consistent with past practice.

275. *Rebate and Fee Program*. The Debtors also negotiate certain arrangements that contain rebates and fees, including volume price rebates (collectively, the "Rebates and Fees"), with their Customers (the "Rebate and Fee Program"). These Rebates and Fees are mostly part of arrangements that also contain pricing terms and Chargebacks, but are also a part of agreements with payers, the United States federal government, or Canadian local governments.

276. As with Chargebacks, Rebates and Fees may be deducted by the Customers from payments against outstanding accounts receivable, which the Debtors then review and honor through setoffs within the Debtors' accounting system through the issuance of credits against then-outstanding accounts receivable. The Debtors also pay Rebates and Fees through cash settlement via check or electronic transfer directly to Customers. On average, the Debtors accrue approximately $34.9 million in Rebates and Fees every month for products. The Debtors estimate

that the aggregate amount of Rebates and Fees accrued and owing as of the Petition Date for the products is $102.7 million.

277. The Debtors request authority to pay and honor, including through implementing or agreeing to setoffs, prepetition Rebates and Fees owed to the Customers as they come due in the ordinary course of business and consistent with past practice. The Debtors estimate that the aggregate amount of prepetition Rebates and Fees so honored during the interim period will be $65.3 million. As with Chargebacks, I believe that failure to pay and honor the prepetition Rebates and Fees will likely result in serious and irreparable harm to the Debtors, including more restrictive contract terms, loss of Customer loyalty or market share, and an erosion of Customer satisfaction and goodwill.

278. Additionally, the Debtors request authority to continue to pay and honor, including through implementing or agreeing to setoffs, the Rebates and Fees on a postpetition basis in the ordinary course of business and consistent with past practice.

279. *Prompt Pay Discount Program*. The Debtors also negotiate payment terms as part of most Purchase Agreements, often including prompt pay discounts ("Prompt Pay Discounts") for product purchases by the Customers (the "Prompt Pay Discount Program"). Prompt Pay Discounts offer Customers a reduction in the sales price if the Customers pay the amounts owed earlier than their agreed upon payment terms require and within certain early payment windows. The Prompt Pay Discount Program is implemented through a write-off to a specific reserve in the Debtors' accounting system established when products are purchased, and does not require a cash outlay from the Debtors.

280. On average, the Debtors accrue approximately $9.4 million in Prompt Pay Discounts every month for products. The Debtors estimate that the aggregate amount of Prompt

Pay Discounts accrued as of the Petition Date for the products is $19.8 million. The Debtors request authority to honor the prepetition Prompt Pay Discounts as they come due in the ordinary course of business and consistent with past practice. The Debtors estimate that the aggregate amount of prepetition Prompt Pay Discounts so honored during the interim period will be $11.5 million. I believe that paying and honoring the Prompt Pay Discounts is vital to preserving Customer loyalty and goodwill, as it demonstrates the Debtors' ability to provide the products on competitive terms. Failure to pay and honor these obligations will likely cause some of the Customers to seek other generic manufacturers or other alternatives to the Debtors' branded products, sterile injectable products, and international products to meet their demand.

281. Additionally, the Debtors request authority to continue to honor the Prompt Pay Discounts on a postpetition basis in the ordinary course of business and consistent with past practice.

282. *Product Return Program*. Similar to other pharmaceutical manufacturers, certain of the Debtors' products are eligible for expired product returns and failed or damaged product returns (the "Product Return Program" and such returns, "Product Returns"). Though there are variations for certain customers and products, short-dated and expired products in original, sealed, unopened packaging may generally be returned within six (6) months prior to the expiration and up to twelve (12) months after the expiration date. The Debtors also accept returns on certain products they sell without any contract, which returns are valued based on a weighted average selling price for the lot number returned.

283. As with Chargebacks and Rebates and Fees, Product Returns may be deducted by Customers from payments against outstanding accounts receivable. The Debtors review and honor

such deductions through setoffs through the issuance of credits against then-outstanding accounts receivable.

284. The Product Return Program is administered by Inmar RX Solutions Inc. ("Inmar"), pursuant to that certain Master Services Agreement dated as of March 12, 2021 (as amended and supplemented from time to time), by and between Inmar and Debtors Endo Pharmaceuticals Inc. and Par Pharmaceutical, Inc. The Debtors pay Inmar certain fees for the administration of the Product Return Program, including the processing, sorting, and disposition of the Product Returns. On average, each month the Debtors accrue approximately (i) $1.2 million in Product Returns for branded products, (ii) $2.1 million in Product Returns for sterile injectable products, and (iii) $4.2 million in Product Returns for generic products. Most of the Product Returns are processed by Inmar, and the remainder are processed by the Debtors directly. The Debtors also paid Inmar approximately $180,000 in the fiscal year ending December 31, 2021 on account of its administrative obligations under the Product Return Program.

285. Certain Products Returns in Canada are made by Customers shipping directly to GFL Environmental Services Inc. ("GFL"), a third party administrator, for destruction. GFL invoices the Debtors on a monthly basis. The Debtors paid GFL approximately $33,000 in the fiscal year ending December 31, 2021.

286. The Debtors estimate that the aggregate amount of the Product Returns accrued and owing as of the Petition Date for the products is $52.6 million. The Debtors request the authority to pay and honor, including through implementing or agreeing to setoffs, the prepetition Product Returns and prepetition amounts owed to Inmar and GFL as they come due in the ordinary course of business and consistent with past practice. The Debtors estimate that the aggregate amount of prepetition Product Returns so honored during the interim period will be $12.9 million, and the

aggregate amount of prepetition amounts owed to Inmar and GFL so honored will be $20,000 and $5,000, respectively. Paying and honoring Product Returns and the administrator of the Product Return Program is vital to maintaining Customer satisfaction and loyalty. I believe that failure to do so would likely cause Customers to purchase from other manufacturers, resulting in decreased market share and revenues which would severely impact the long-term business outlook of the Debtors.

287. Additionally, the Debtors request the authority to continue to pay and honor, including through implementing or agreeing to setoffs, the Product Returns and to pay Inmar on account of such Product Returns on a postpetition basis in the ordinary course of business and consistent with past practices.

288. *Co-Pay Reductions*. The Debtors provide certain patients with co-pay assistance for Xiaflex®, Supprelin LA®, Nascobal®, Aveed®, and Edex® to offset their out-of-pocket costs ("Co-Pay Reductions"). Co-Pay Reductions are offered to commercially insured patients to help offset the co-payments set by health insurers for prescription medication. Patients eligible for Co-Pay Reductions receive a coupon, either online, from a healthcare provider or at the point of sale. When a patient purchases one of the Debtors' products at the pharmacy with either a point of sale discount or a discount coupon, the pharmacy submits redemption information to the applicable vendor with whom the Debtors have contracted with to provide coupon adjudication services for the Debtors' products.

289. The vendors used by the Debtors are ConnectiveRX (Xiaflex®, Nascobal®), Marketshare Movers (Supprelin LA®, Aveed®), Relay Health and CoverMyMeds (Nascobal®), McKesson (Edex®), and Bayshore (International Products). In each case, the vendor reimburses the pharmacy for the discount and is in turn reimbursed by the Debtors (the "Co-Pay Reduction

Rebate"). The Debtors pay each vendor a fee for service and costs for the production of the coupons. The Debtors estimate that as of the Petition Date, approximately $16.6 million has accrued but has not been invoiced or paid for Co-Pay Reductions. The Debtors seek authority to pay Co-Pay Reductions when they become due and to continue to utilize and pay ConnectiveRX, Marketshare Movers, Relay Health, CoverMyMeds, McKesson, and Bayshore on both a prepetition and postpetition basis in the ordinary course of business and consistent with past practices. The Debtors estimate that the aggregate amount of prepetition Co-Pay Reductions so honored during the interim period will be $3.2 million, and the aggregate amount of prepetition amounts owed to ConnectiveRX, Marketshare Movers, Relay Health, CoverMyMeds, and McKesson so honored will be $0. It is my understanding that paying and honoring Co-Pay Reductions and the vendors that administer the Co-Pay Reduction Rebates is vital to maintaining Customer satisfaction and loyalty.

290. *Other Customer Programs*. The Debtors' other customer programs (collectively, the "Other Customer Programs") include (a) rebates and refunds in connection with Medicaid, (b) certain price adjustments due to promotions, shelf stock adjustments, and the failure to provide adequate supply that are not covered in any other category (the "Price Adjustments"), and (c) allowances that the Debtors negotiate with Customers along with pricing, Chargebacks, and Rebates and Fees, such as stocking allowances for new products or products added to an existing contract, certain allowances for inventory on hand at the Customer or in-transit to a Distributor in the event of decreases in WAC or contract price, and certain other negotiated price protections related to increases in contract price. Payments on account of Other Customer Programs for Medicaid are paid by check or wire, while allowances to Customers are generally honored by setoffs within the Debtors' accounting system through the issuance of credits against then-

outstanding accounts receivable. In addition to the Other Customer Programs discussed in greater detail below, the Debtors pay approximately $1.2 million each month for Price Adjustments, and estimate that the aggregate amount of Price Adjustments accrued and owing as of the Petition Date is $10.9 million.

291. The Debtors estimate that the aggregate amount of prepetition Price Adjustments so honored during the interim period will be $2.1 million. Like with the Debtors' other customer programs, I believe that paying and honoring Price Adjustments is important for maintaining Customer satisfaction and loyalty.

292. *Medicaid*. Medicaid is a health program, jointly funded by state and federal governments and managed by the states, that assists low-income individuals and families in obtaining healthcare. The Medicaid Drug Rebate Program, a federal and state partnership that offsets the costs of certain prescription medications dispensed to Medicaid patients, requires the Debtors to enter into a national rebate agreement with the Secretary of the Department of Health and Human Services. In return, Medicaid covers certain of the products. In addition, the Debtors have agreements with certain states for rebates under other state programs that serve low-income individuals and families not eligible for federal Medicaid, as well as supplemental rebate agreements for rebates in excess of those required by federal statute. Under these programs, individual states collect product utilization data for products paid for under the various state and federal programs and invoice the Debtors for rebates (the "Medicaid Rebates"), which are calculated based on a statutory formula or, for supplemental rebates, on the contractual formula. The Debtors pay the Medicaid Rebates to the various states on a quarterly basis. The Debtors estimate that approximately $83.5 million has been accrued but has not been invoiced for Medicaid

Rebates as of the Petition Date, and that the aggregate amount of prepetition Medicaid Rebates so honored during the interim period will be $27.8 million.

293. If the Debtors fail to fulfill their Medicaid obligations, including payment of the Medicaid Rebates as they become due, they risk becoming excluded from all federal programs, as well as being subject to penalties and fines. As such, I believe that honoring the Medicaid Rebates is integral to the Debtors' businesses. Accordingly, the Debtors respectfully request authorization to continue making Medicaid Rebate payments in the ordinary course of business during the Chapter 11 Cases with respect to both prepetition and postpetition sales of their products.

294. *Medicare Part D.* Medicare is a federally administered, national insurance program that primarily serves Americans over the age of sixty-five (65). Medicare Part D provides prescription drug benefits to eligible patients. The Debtors are party to several contracts with private insurance companies, managed care organizations, and PBMs with Medicare Part D business lines ("Medicare Part D Plans"), under which the Debtors pay certain rebates and, in certain cases, administrative or other fees related to Medicare Part D ("Medicare Part D Rebates"). The Debtors pay these rebates and fees under the Medicare Part D Plans monthly or quarterly, based on individual contract terms. As of the Petition Date, the Debtors estimate that they had accrued but not yet paid approximately $12.7 million in Medicare Part D Rebates, and that the aggregate amount of prepetition Medicare Part D Rebates so honored during the interim period will be $1,000. The Debtors respectfully request authorization to continue making Medicare Part D Rebate payments in the ordinary course of business during the Chapter 11 Cases with respect to both prepetition and postpetition sales of their products. The Debtors are also party to a Medicare Part D Coverage Gap Program Discount Agreement with the Centers for Medicare & Medicaid Services ("CMS"), required under the Patient Protection and Affordable Care Act, as modified by

the Affordable Care Act, should manufacturers wish to have coverage for their products under Medicare Part D, pursuant to which the Debtors provide rebates to a certain third party provider of services of CMS, Third Party Administrator ("TPA"). TPA, in turn, administers a program whereby the Medicare Part D Plans provide discounted prescription medications to Medicare Part D beneficiaries within a so-called "coverage gap" (the "Coverage Gap Program"). TPA consolidates claims arising under the Coverage Gap Program and sends an invoice to the Debtors. TPA is not required to, and does not, provide updates to the Debtors regarding claims that have not yet been included in invoices. Such Coverage Gap Program invoices are commingled in the Debtors' accounting system with all other Medicare Part D Rebates, and the Debtors do not seek additional monetary relief for the Coverage Gap Program beyond the limits requested for the Medicare Part D Rebates.

295. *Federal Supply Schedule*. Based on its agreement with CMS for Medicaid and relevant statutes, the Debtors must also comply with the Department of Veterans Affairs Federal Supply Schedule (the "FSS"), which requires the Debtors to make products available to federal agencies such as, but not limited to, the Department of Veterans Affairs, Department of Defense, the Coast Guard, Federal Bureau of Prisons and the Public Health Service at deeply discounted prices. In addition, the Debtors also may offer voluntary additional discounts on the FSS or to the Department of Defense mail order and military treatment facilities (collectively, the "FSS Programs"). For drugs with a "New Drug Application," there is a statutory maximum amount that certain government entities can be charged for pharmaceuticals based on a specific formula. For multisource prescription drugs or non-prescription products, the prices and discounts are negotiated with the Department of Veterans Affairs, and often equal the lowest commercial institutional price. Since the price the Debtors charge under the FSS is lower than WAC, the

Distributors charge back the Debtors for the difference (the "FSS Rebates"). Failure to comply with the FSS Programs may result in substantial fines and penalties and exclusion from other federal programs, which would diminish the Debtors' customer bases as well as harm the Debtors' relationship with the Distributors.

296. The Debtors seek authority to continue to sell their products under the FSS Programs in the ordinary course of business. The Debtors' estimated average monthly liability for FSS Rebates is approximately $33.7 million, though FSS Rebates are netted against accounts receivable and thus generally do not result in a cash payment. The Debtors seek authority to continue honoring all FSS Rebates in the ordinary course of business and to apply any prepetition FSS Rebates that may be outstanding against open invoices of their products in the ordinary course of business.

297. *Industrial Funding Fee*. The Debtors also collect for the United States Department of Veterans Affairs an additional 0.5% fee on all FSS purchases (the "Industrial Funding Fee"). The Debtors' estimated average quarterly liability for Industrial Funding Fees is $200,000. Manufacturers collect this fee from purchasers at the time of sale, via the FSS Rebates process, and remit payment to the Department of Veterans Affairs on a quarterly basis. The Debtors seek to continue paying the Industrial Funding Fee, whether incurred pre- or postpetition, over to the Department of Veterans Affairs in the ordinary course of business.

G. Critical Vendor Motion

298. The Debtors seek entry of interim and final orders (i) authorizing, but not directing, the Debtors, in their sole discretion, to pay certain Specified Trade Claims (as defined below) in the ordinary course of business of (a) common carriers, warehousemen, toll processors, mechanics, and freight forwarders, in each case that may have or may be capable of asserting liens against the Debtors' property (collectively, the "Lienholders"); (b) certain vendors entitled to administrative

expense status under section 503(b)(9) of the Bankruptcy Code (the "503(b)(9) Vendors") in the ordinary course; (c) third party, unaffiliated vendors that, upon information and belief, have minimal or no assets within the United States (the "Foreign Vendors"); and (d) essential vendors, contractors, and suppliers (the "Critical Vendors") in an aggregate amount not to exceed $20 million on an interim basis and $30 million on a final basis (each of the foregoing, as applicable, the "Critical Vendors Claims Cap"); (ii) approving procedures related to the payment of the Specified Trade Claims; and (iii) authorizing and directing the banks and other financial institutions to honor and process related checks and transfers.

299. *Common Carriers.* In the ordinary course of operations, the Debtors' supply and delivery system depends upon the use of common carriers operated by third parties, including ocean freight, trucking services, air transport, and rail carriers (the "Common Carriers"), to receive shipments of raw materials from their vendors and transport materials and products throughout the manufacturing process. As a result of the services they provide, the Common Carriers regularly possess certain of the Debtors' raw materials, goods, and equipment in the ordinary course of the Debtors' operations.

300. My understanding is that under some state laws, Common Carriers may have a possessory lien on the goods in their possession, which secures payment of claims incurred in connection with the storage or transportation of goods. The Common Carriers, as bailees, may also be entitled to adequate protection for valid possessory liens. I understand that if the Debtors fail to pay the Common Carriers in a timely manner, the Common Carriers may seek to assert liens against the Debtors' raw materials, goods, and equipment in the Common Carriers' possession, which could potentially block the Debtors' access to the goods that are in transport. I believe that

such actions would severely damage the Debtors' ability to operate their businesses for the benefit of all stakeholders.

301. *Warehouses*. The Debtors also supplement their own storage and distribution facilities with third-party warehouse facilities (the "Warehouses") to store goods. The Debtors have multiple Warehouses across the globe, including in the United States, Canada, and United Kingdom. The Warehouses regularly hold products and materials owned by the Debtors. As with the Common Carriers, warehousemen may be able to assert liens on the goods in their possession to secure the charges or expenses incurred in connection with the storage of those goods under applicable laws. Again, I believe that such actions would severely damage the Debtors' ability to operate their businesses for the benefit of all stakeholders.

302. *Toll Processors*. In the ordinary course of business, the Debtors also utilize the services of certain third-party toll processors (the "Toll Processors") with respect to the Debtors' finished products. As is typical for most toll processing arrangements, the Debtors supply the formula, raw materials and, in certain cases, equipment or other property to the Toll Processors, which the Toll Processors then use to blend, package, and/or produce and manufacture the Debtors' final products. The Debtors either provide their API (as defined below) directly to the Toll Processors or indirectly through a third party.

303. The Debtors utilize the Toll Processors for current commercialized products and for pipeline development projects where the drug has not yet come to market. In certain cases, the Debtors have a co-development agreement with the Toll Processors or utilize the Toll Processors' specialized equipment for the production of the Debtors' products. The Toll Processors are vital to the Debtors' continued operations due to their strong familiarity and experience in dealing with the specialty materials required by the Debtors' businesses. My understanding is that Toll

Processors may similarly be able to assert contractual or statutory liens on the Debtors' formula, materials and equipment in the Toll Processors' possession to secure the charges or expenses incurred by the Debtors prepetition, which would damage the Debtors' ability to operate their businesses for the benefit of all stakeholders.

304. *Mechanics*. The Debtors also require maintenance and repair work with respect to their equipment, and in some cases, rely on outside mechanics and repairmen (collectively, the "Mechanics") to perform maintenance and repair work. The Debtors' equipment is vital to their operations, and these Mechanics may be able to assert mechanics', possessory, or similar liens on such equipment. Consequently, the Mechanics may assert liens on the equipment they have repaired or, in certain cases, refuse to return equipment repaired off-site to the Debtors unless they are paid prepetition amounts owed to them. Either outcome could put the Debtors' businesses could be in jeopardy, as such equipment is vital to the Debtors' continued operations.

305. *Freight Forwarders*. The Debtors utilize the services of freight forwarders and customs processors (the "Freight Forwarders") to handle the import of the Debtors' raw materials and the export of the Debtors' products. The Freight Forwarders provide vital services that enable the relevant Debtors to comply with the complex customs laws and regulations of the United States when importing materials from outside the United States. Among other things, the Freight Forwarders provide the back-office services necessary for customs clearance, prepare import summaries, facilitate exportation of the Debtors' products, obtain tariff numbers, pay duties and taxes, and perform numerous other critical services for the Debtors. The relevant Debtors pay the Freight Forwarders for their services and reimburse the Freight Forwarders for any funds advanced on behalf of the Debtors to pay fees to the United States Customs Service, as well as for charges of certain ocean, air, and land shippers, and certain miscellaneous storage and handling expenses.

306. For outbound products, payments to certain Freight Forwarders are managed through the United Parcel Services ("UPS"). For those accounts, Freight Forwarders send invoices to UPS, which then notifies the Debtors of the amounts due. On a monthly basis, and prior to the applicable due date for such invoices, the Debtors transfer the outstanding invoiced amounts to UPS. UPS thereafter makes payment to the applicable Freight Forwarder prior to the applicable due date on account of such invoices.

307. As of the Petition Date, the Debtors estimate that the Lienholders' claims total approximately $32 million.

308. *The 503(b)(9) Vendors*. The Debtors have identified certain claims which are entitled to priority status under sections 503(b)(9) and 507(a)(2) of the Bankruptcy Code (the "503(b)(9) Claims") due to the fact that they are undisputed obligations for goods received by the Debtors in the ordinary course of business in the twenty days prior to the Petition Date. As of the Petition Date, the Debtors estimate that the 503(b)(9) Claims total approximately $10 million.

309. The Debtors seek, in their discretion, to pay certain 503(b)(9) Claims as they come due in the ordinary course, instead of satisfying these claims upon confirmation of a chapter 11 plan. I believe that by altering the timing of payments that certain 503(b)(9) Vendors are entitled to receive as a matter of statute, such payments can induce the individual 503(b)(9) Vendors to adhere to favorable trade terms and do business with the Debtors on a go-forward basis. I believe that this relief is in the best interests of the Debtors' estates because (a) favorable trade terms will prevent the contraction of the Debtors' liquidity, and (b) this Court's time and resources will not be burdened with motions from individual 503(b)(9) Vendors requesting payment on account of their 503(b)(9) Claims or seeking reclamation of goods received by the Debtors in the twenty days prior to the Petition Date.

310. *Foreign Vendors*. The Debtors purchase goods and services from Foreign Vendors.[23] In the ordinary course of business, the Debtors rely on Foreign Vendors to provide certain critical goods and services including supplying raw materials, manufacturing the Debtors' products, packaging of labels, warehousing, distribution, customer service, certain financial functions, and certain research and development activities.

311. If the Debtors are unable to pay prepetition amounts due and owing to the Foreign Vendors (the "Foreign Vendor Claims"), the Foreign Vendors may take action against the Debtors based upon an erroneous belief that the Foreign Vendors are not subject to the automatic stay provisions of section 362(a) of the Bankruptcy Code. I believe the Foreign Vendors could, among other things, initiate a lawsuit in a foreign court and obtain a judgment against the Debtors to collect prepetition amounts owed to them or seek to attach or seize foreign assets of the Debtors, even prior to obtaining a judgment.

312. In addition, in the absence of payment of the Foreign Vendors Claims, there is a distinct risk that certain Foreign Vendors may simply decline to provide necessary goods and services, thereby jeopardizing the Debtors' ability to sustain uninterrupted domestic and international operations. The cumulative impact of such events could have an adverse effect on the Debtors' operations and, particularly, on the ability of the Debtors to maintain a postpetition business as usual atmosphere. I believe that payment of the Foreign Vendor Claims is essential to avoid costly disruptions to the Debtors' operations and ability to timely and adequately fill customer orders.

[23] The term "Foreign Vendors" shall not include foreign vendors, service providers or other non-governmental entities if such entities are known to have material assets within the United States that would be subject to the jurisdiction of this Court and that would otherwise be available to satisfy a judgment entered by the Court if such entities were to violate the automatic stay provisions of section 362 of the Bankruptcy Code or take any actions contrary to an order of this Court.

313. As of the Petition Date, the Debtors had accrued but not yet paid approximately $4 million in fees to Foreign Vendors.

314. *The Critical Vendors*. In the ordinary course of business, the Debtors are highly dependent on Critical Vendors to provide certain critical goods and services including, without limitation, manufacturing, packaging, supplies, customer service, certain financial functions, certain research and development activities and medical affairs. The Debtors seek authority to pay prepetition amounts due and owing to the Critical Vendors (the "Critical Vendor Claims") in order to maintain business as usual and serve their customers, and ultimately, the patients that utilize their products. The Critical Vendors may be broadly grouped into five categories: (i) Materials Critical Vendors, (ii) R&D Critical Vendors, (iii) System Infrastructure Critical Vendors, (iv) Maintenance Services Critical Vendors, and (v) Corporate and Commercial Services Critical Vendors. Each category is defined and further described below.

315. Certain Critical Vendors provide materials and services that are crucial to the manufacture and production of the Debtors' pharmaceutical drug products (the "Materials Critical Vendors"). The Debtors rely on the Materials Critical Vendors to provide the requisite volume of (a) raw materials and controlled and non-controlled active pharmaceutical ingredients ("API") that go into the Debtors' products, (b) the drug plastics, bulk liquid, coating solution, flavors, inactive ingredients, glass, necessary packaging, and device components that hold and affect delivery of the products (the "Excipients"), (c) systems to transport the products, and (d) from certain contract manufacturing organizations (the "CMOs"), finished goods and samples. The raw materials, API, Excipients, packaging, and manufacturing services supplied by the Materials Critical Vendors are necessary to operate the Debtors' businesses. Certain of the Materials Critical Vendors are sole source providers of their respective materials to the Debtors because they are the only sources

capable of producing and shipping the volume and specification of materials required for the Debtors' operations and either cannot be replaced by other suppliers or cannot be replaced at competitive prices.

316. Moreover, the manufacturing services provided by the CMOs and the raw materials, API, Excipients, packaging, and transportation systems supplied by the other Materials Critical Vendors are highly regulated by the FDA, the Department of Health and Human Services, the United States Drug Enforcement Administration, the Environmental Protection Agency, the Customs Service, and state boards of pharmacy. The Debtors' products are subject to extensive quality control, and the quality is tested at multiple stages in the production process. Even in cases where a Materials Critical Vendor is not a sole source provider, the highly regulated environment in which the Debtors operate will not allow the Debtors to quickly or efficiently substitute the raw materials or API of another vendor. Any substitution, alteration, or other change could impact the purity and regulatory compliance of the Debtors' product and, therefore, the Debtors' ability to run their businesses and supply the drug to the market. For certain products, no viable alternative therapy is available, and an immediate impact would be felt both by the Debtors and the patients who rely on their medications.

317. Further, each aspect of the Debtors' packaging, from the drug's final formulation down to the label and type of ink used, is also subject to regulatory review and approval. Packaging itself is a critical part of the Debtors' product, as the form and material construction of package chosen for each drug affects the stability of the final dosage form, which can be impacted by a number of variables, including oxygen transmittance and temperature fluctuation. For such reasons, and similar to their raw materials and API vendors, the Debtors cannot readily change certain of their drug product and packaging vendors.

318. The Debtors also utilize systems to transport products safely and within applicable regulations, including qualified temperature monitors to monitor the temperature during the shipment of certain products. Due to these regulatory hurdles and technical transfer requirements, the Debtors believe any change of Materials Critical Vendors would cause a delay of several months, on the low end, to upwards of several years, on the high end, before the Debtors would be authorized to manufacture and distribute affected products. Such an extended timeline leaves the Debtors in a difficult situation because they also believe that if they fail to pay the Materials Critical Vendors on a timely basis, existing relationships will be strained and many of the Materials Critical Vendors may stop providing services.

319. Absent paying the Materials Critical Vendors, I believe the Debtors' businesses will suffer serious disruption. Such disruption would cause significant harm to the Debtors' businesses and, ultimately, patients who use the Debtors' drugs in their treatments. Accordingly, the Debtors have an immediate need to pay the Materials Critical Vendors.

320. Certain other Critical Vendors provide the Debtors with research and clinical trial services that allow the Debtors to (a) bring new products to market and (b) develop new uses or indications for existing products (the "R&D Critical Vendors"). The R&D Critical Vendors perform research, provide clinical supplies, recruit patients, manage research data, and test the Debtors' products, among other related services. The work conducted by the R&D Critical Vendors is regulated by numerous global regimes that govern the Debtors' development of new drug products and commercialization and sale of existing products.

321. For example, the FDA requires immediate reporting of certain adverse events that occur during trials, and the R&D Critical Vendors are essential to the process of identifying and reporting such events in a timely manner. Furthermore, many of the clinical trials facilitated by

the R&D Critical Vendors will take years to complete and analyze, and certain of such clinical trials are in advanced stages. Given the highly regulated and specialized nature of these clinical trials, substituting any R&D Critical Vendors would be difficult or impossible: alternate vendors would lack the institutional knowledge required to quickly replace current Research and Development Critical Vendors and would need to meet regulatory hurdles, which, as with the Materials Critical Vendors, could take prolonged periods of time. In the meantime, patients participating in the clinical trials would be denied access to vital drug therapies.

322. The services of the R&D Critical Vendors are also fundamental to the Debtors' marketing and sales efforts and, ultimately, patient outcomes. The research and clinical trial results are key factors in both a medical provider's decision to prescribe or use the Debtors' products and a payer's decision to reimburse the cost of the Debtors' products. The R&D Critical Vendors' services are also integral to the creation and preservation of the Debtors' intellectual property rights. Delay or discontinuation of clinical trials could jeopardize critical intellectual property rights that are necessary for the manufacturing, sale and marketing of the Debtors' products.

323. I believe that if the Debtors fail to pay the R&D Critical Vendors on a timely basis, existing relationships with such service providers will be negatively impacted, and many, if not all, of the R&D Critical Vendors may stop providing services entirely. The cessation of the R&D Critical Vendors' work would have an immediate and devastating impact on the Debtors' businesses and the patients who rely on the Debtors' products.

324. The Debtors engage with other Critical Vendors to provide certain hardware, software, and other services that are critical to the Debtors' upkeep of their business infrastructure (the "System Infrastructure Critical Vendors"). The System Infrastructure Critical Vendors provide and maintain services that, among other things, test and track the quality and location of

all components of the Debtors' supply chain, from delivery of the raw materials to the packaging and sale of the finished goods.

325. Because of the highly regulated industry in which the Debtors operate, the Debtors are required to continually test and maintain certain quality control standards during all stages of production. The Debtors must also be able to test quality, record and track all aspects of the production and sale of their therapies. The System Infrastructure Critical Vendors' services are essential for compliance with the multitude of ongoing regulatory requirements, including tracking and reporting obligations and product quality testing. The Debtors estimate that changing to new System Infrastructure Critical Vendors could take years and cost multiple millions of dollars due to the significant logistical efforts and data migration undertaking needed to transfer to any alternate vendor.

326. I believe that if the Debtors fail to pay the Critical Vendor Claims owed to the System Infrastructure Critical Vendors on a timely basis, existing relationships with such service providers would be negatively impacted, and many of the System Infrastructure Critical Vendors would stop providing services. Without the System Infrastructure Critical Vendors, the Debtors run the risk that their production will be delayed because of the substantial time required to migrate their data and transfer to a new service provider, which would likely take, at a minimum, several months. In addition, stopping the System Infrastructure Critical Vendors' services would create a significant risk of regulatory liability, including adverse governmental actions, which would have a detrimental impact on the Debtors' ability to produce, sell, and market their goods.

327. Other Critical Vendors provide essential maintenance services with respect to the manufacturing, global regulatory compliance, and other operational needs of the Debtors (the "Maintenance Services Critical Vendors"). Certain of the Maintenance Services Critical Vendors

provide preventative maintenance and critical repair services for the Debtors' manufacturing equipment, including custom equipment. Other Maintenance Services Critical Vendors are engaged by the Debtors to preserve and repair the Debtors' information technology systems, which are indispensable to protecting confidential and proprietary information and supporting supply chain processes, quality assurance, regulatory reporting, and other day-to-day operations. Still other Maintenance Services Critical Vendors provide equipment calibration services, which are required to ensure regulatory compliance for product component specifications during the manufacturing process.

328. The Maintenance Services Critical Vendors have long-term specialized knowledge of the Debtors' highly complex and customized equipment and systems, and the Debtors would be unable to quickly replace such vendors, particularly in a scenario requiring immediate critical repairs. I believe that if the Debtors fail to pay the Maintenance Services Critical Vendors on a timely basis, existing relationships with such service providers would be negatively impacted, and many, if not all, of the Maintenance Services Critical Vendors would stop providing services entirely. An interruption in such services would significantly disrupt the Debtors' supply chain and manufacturing processes, adversely impact the Debtors' global regulatory compliance, and jeopardize the confidential and proprietary information that define the Debtors' competitive business position.

329. Other Critical Vendors provide essential data collection and control, external technological support, marketing, and other services to the Debtors (the "Corporate and Commercial Services Critical Vendors"). The Corporate and Commercial Services Critical Vendors' services are critical to the Debtors' business, and even the temporary lack of any of the services provided by the Corporate and Commercial Services Critical Vendors could cascade into

a significant disruption of the Debtors' operations during the crucial first few weeks of these Chapter 11 Cases. Such a disruption could cause irreparable harm to the Debtors' businesses, goodwill, and market share, which in turn could limit the Debtors' ability to maximize the value of the estate for the benefit of all creditors.

330. *Identification Factors for Critical Vendors*. The Debtors and their advisors spent significant time and effort reviewing and analyzing their books and records, consulting operations managers and purchasing personnel, reviewing contracts and supply agreements, and analyzing applicable law, regulations and historical practice to identify certain critical business relationships and suppliers of goods and services—the loss of which would immediately and irreparably harm their businesses, by, among other things, shrinking their market share, reducing enterprise value, and ultimately impairing the Debtors' viability as a going-concern. In determining which vendors should receive status as Specified Trade Claimants, the Debtors and their advisors have carefully considered a variety of factors, including:

- The extent to which suppliers may be able to obtain or have obtained trade liens on assets of the Debtors or an administrative expense claim pursuant to section 503(b)(9) of the Bankruptcy Code;
- Which suppliers were sole source or limited source suppliers, without whom the Debtors could not continue to operate without disruption;
- Which suppliers would be prohibitively expensive to replace;
- Which suppliers would present an unacceptable risk to the Debtors' operations should they cease the provision of truly essential services or supplies;
- Whether the suppliers are party to an executory contract with the Debtors that requires the suppliers' ongoing performance pending assumption or rejection under section 365 of the Bankruptcy Code notwithstanding the Debtors' failure to make the prepetition payment; and
- The extent to which suppliers are beyond the jurisdiction of this Court and can thus, notwithstanding the automatic stay, exercise remedies that would disrupt the Debtors' operations and businesses.

331. The Debtors also considered the financial condition of each supplier, where that information was known, including the level of dependence each supplier has on the Debtors' continued businesses.

332. Through this process, the Debtors were able to identify prepetition amounts due and owing to the Specified Trade Claimants that I believe are necessary to pay in order to maintain business as usual and serve their customers, and ultimately, the patients that use their products. Based upon their books and records, the Debtors estimate that they pay their vendors and suppliers, in the ordinary course of business, approximately $134 million each month. On average, the Specified Trade Claims' monthly spend accounts for approximately 50% of that amount. The Debtors estimate that as of the Petition Date, the Specified Trade Claims totaled approximately $76 million. Without authority to pay the Specified Trade Claimants, the Debtors would be unable to conduct their businesses and fulfill obligations to their customers. Such a result would be detrimental to the Debtors' reputation and businesses.

333. The Debtors' trade relationships with their Specified Trade Claimants are not generally governed by long-term contracts. Thus, the Debtors believe that such trade relationships may materially deteriorate, causing disruption to the Debtors' operations if the Debtors are unable to pay the Specified Trade Claims. It is my belief that the Debtors' business is ill-equipped to switch vendors or suppliers on short notice and faces significant risks to its supply chain if certain prepetition amounts cannot be paid. Due to the regulated nature of the Debtors' business and its relationship with sole source providers, the Debtors have limited-to-no options for replacement suppliers. Replacing suppliers is time-consuming, cost prohibitive and in certain circumstances, plainly not feasible. Moreover, any failure of a supplier to provide the necessary goods for delivery to the Debtors' customers likely would create shortages in the Debtors' supply chain and adversely

affect the customers' willingness to do business with the Debtors in the future, thereby impacting cash flow, profitability and the ability of the Debtors to restructure their business.

334. *Conditions of Payments to Specified Trade Claimants*. In light of these circumstances, subject to the Court's approval, the Debtors intend to pay, in their sole discretion, any claims of the Lienholders, 503(b)(9) Vendors, Foreign Vendors, and Critical Vendors (collectively, the "Specified Trade Claimants" and their claims, the "Specified Trade Claims") only to the extent necessary to preserve their businesses. The Debtors propose, in their sole discretion, to 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 for a period following the date of the agreement or on such other terms and conditions as are acceptable to the Debtors.

335. I believe that maintaining normal trade credit terms will improve the Debtors' chances of successfully reorganizing because purchasing goods on credit preserves working capital and liquidity—enabling the Debtors to maintain their competitiveness and to maximize the value of their businesses. Absent the relief requested herein, many of the Debtors' vendors may attempt to place the Debtors on cash-in-advance terms, which I believe could drain the Debtors' estates of resources that would otherwise be available for other funding needs during the critical first weeks of the Debtors' bankruptcy.

H. Motion to Preserve Tax Attributes

336. The Debtors seek entry of interim and final orders (a) approving notice and objection procedures for certain transfers of one or more ordinary shares ("Ordinary Shares") of Endo International plc or of any beneficial interest therein (including, but not limited to, any contingent purchase, warrant, convertible debt, put, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently

exercisable (an "Option")) (collectively, "Equity Securities"), that must be complied with before such transfers of Equity Securities are deemed effective, and (b) granting related relief so as to protect the potential value of the Debtors' net operating losses (the "NOLs") (such NOLs, together with disallowed interest carryovers, capital losses, unrealized built-in losses, and certain other tax credits and tax attributes, the "Tax Attributes").

337. The Debtors have generated, and may currently be generating, U.S. federal and state NOLs and Tax Attributes. As of December 31, 2021, the Debtors had approximately $32,726,000 of NOLs available to offset taxable income for U.S. federal income tax purposes and approximately $237,414,000 of NOLs available to offset taxable income for U.S. state income tax purposes. In addition, as of December 31, 2021, the Debtors had approximately $347,501,000 of disallowed interest carryovers and approximately $13,339,000 of tax credits available to offset taxable income for U.S. federal income tax purposes and approximately $3,256,000 of tax credits available to offset taxable income for U.S. state income tax purposes.

338. It is my understanding that the Debtors do not believe that Endo International plc has undergone an ownership change prior to the Petition Date. Accordingly, the Debtors believe that they continue to have significant Tax Attributes that would be adversely affected (and perhaps effectively eliminated) by the occurrence of an ownership change during the pendency of the Chapter 11 Cases. If such an ownership change were to occur, the availability and value of such Tax Attributes would be adversely impacted. Therefore, it is in the best interests of the Debtors and their stakeholders to restrict the trading of Equity Securities that could result in an ownership change occurring *before* the Debtors' Tax Attributes are fully utilized. Such a restriction would protect the Debtors' ability to use the Tax Attributes during the pendency of the Chapter 11 Cases

or, potentially, in the event of a future transaction, to offset gain or other income recognized in connection with the Debtors' sale or ownership of their assets, which may be significant in amount.

339. It is my understanding that because the Debtors may still be at risk of losing the ability to use even a portion of their Tax Attributes (which Tax Attributes could be used to reduce the tax burden of the section 363 sale on the estates) as a result of an ownership change, the Debtors believe they require the ability to monitor, and possibly object to, changes in ownership of Equity Securities that may adversely affect the Debtors' ability to utilize their Tax Attributes. Thus, to preserve the Debtors' flexibility to maximize the use of the Tax Attributes to the fullest extent possible, the Debtors seek limited relief that will enable the Debtors to closely monitor certain transfers of Equity Securities, so as to be in a position to act expeditiously if necessary to preserve their Tax Attributes. It is my understanding that if no such restrictions are imposed by the court, the Debtors' ability to use their Tax Attributes could be severely limited or even eliminated.

I. Foreign Representatives Motion

340. The Debtors seek entry of an order authorizing the Foreign Representatives (as defined below) to act on behalf of the Debtors' estates in the Foreign Proceedings (as defined below), including that the Foreign Representatives be expressly authorized to (x) seek recognition of the Chapter 11 Cases and certain of this Court's orders in Canada, the UK and Australia (y) request that the Foreign Courts (as defined below) grant comity to the Foreign Representatives, and (z) seek any other appropriate relief from the Foreign Courts that is just and proper in furtherance of the protection of the Debtors' estates.

341. *Appointment of Foreign Representative in Canadian Proceedings*. Paladin Labs Inc. and Paladin Labs Canadian Holding Inc. (the "Canadian Debtors") and certain other Debtors, namely Endo International plc, Endo Ventures Limited, Par Pharmaceuticals, Inc. Par Pharmaceuticals Companies, Inc., Generics Bidco I, LLC, DAVA Pharmaceuticals, LLC, and

Endo Pharmaceuticals Inc. (collectively with the Canadian Debtors, the "Canadian Defendants") are named as defendants in nine actions commenced across Canada (collectively, the "Canadian Actions"). The Canadian Actions consist of actions relating to (a) the marketing and sale of certain FDA-approved opioid products and (b) generic pricing.

342. In addition, the Canadian Debtors have assets and operations in Canada. As such, I believe it is necessary to ensure that the Chapter 11 Cases, as well as the orders of this Court entered herein, are recognized for the Canadian Debtors and the stay is enforced in Canada for the Canadian Defendants.

343. Each of the Canadian Debtors has authorized Paladin Labs Inc. ("Paladin") to act as the Canadian foreign representative (the "Canadian Foreign Representative") by written resolution. Upon Court appointment as the Canadian Foreign Representative, Paladin intends to commence an ancillary proceeding (the "Canadian Proceeding") with respect to the Chapter 11 Cases for the Canadian Debtors in the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the "Canadian Court") pursuant to the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36 (as amended, the "CCAA").[24] The purpose of the Canadian Proceeding is to request that the Canadian Court recognize the Chapter 11 Cases as a "foreign main proceeding" under the provisions of the CCAA to, among other things, ensure the stay of proceedings in Canada in favor of the Canadian Debtors and the Canadian Defendants.

344. It is my understanding that Canadian law provides that a person or entity must be duly authorized as a "foreign representative" to commence such an ancillary proceeding. I further

[24] The Debtors intend to propose that KSV Restructuring Inc. be appointed by the Canadian Court as information officer in the Canadian Proceedings (the "Information Officer"). The Information Officer will serve as an officer of the Canadian Court and report to the Canadian Court and the Canadian Debtors' stakeholders from time to time (including at the hearing on the initial application) on the status of the Chapter 11 Cases, the Debtors' proposed restructuring, and any other information that may be material to the Canadian Court.

understand that a duly certified order of this Court authorizing Paladin to act as the Canadian Foreign Representative with respect to the Chapter 11 Cases would satisfy Canadian law, thereby enabling Paladin to seek recognition as the foreign representative in the Canadian Proceeding and apply to have the Chapter 11 Cases recognized by the Canadian Court.

345. *Appointment of Foreign Representative in English and Australian Proceedings*. Astora Women's Health LLC ("Astora LLC") is a named defendant in actions commenced across the United Kingdom (the "UK Actions") and in Australia (the "Australian Actions"). These cases relate to the surgical mesh product manufactured and distributed as part of Astora LLC's predecessor entity's women's health business. On March 31, 2016, Astora LLC terminated the operation of that business, and has not manufactured or distributed surgical mesh products, or any other products, since that time.

346. Although Astora LLC has ceased operations it continues to defend the actions, some of which are very active. Recognition would be sought in order to implement a stay of ongoing litigation, with the intention that the plaintiffs in such cases file claims in Astora LLC's bankruptcy instead of continuing with ongoing litigation. I believe that the filing and handling of such claims through Astora LLC's bankruptcy case would be substantially more efficient for the Debtors' estates than continuing to incur costs in connection with any defense of unstayed litigation in the United Kingdom and Australia. Such efficiencies would inure to the benefit of all of the Debtors' stakeholders.

347. Astora LLC has authorized me to act as the UK foreign representative (the "UK Foreign Representative") and the Australian foreign representative (the "Australian Foreign Representative", and together with the Canadian Foreign Representative and the UK Foreign Representative, the "Foreign Representatives") by written resolution.

348. Upon Court appointment as the UK Foreign Representative and the Australian Foreign Representative, I intend to commence ancillary proceedings with respect to the Chapter 11 Cases in:

(i) the Business of Property Courts of England and Wales (Chancery Division) in England (the "UK Court") pursuant to the Cross-border Insolvency Regulations of 2006 (the "CBIR"); and

(ii) the Federal Court of Australia (the "Australian Court" and together with the Canadian Court and the UK Court, the "Foreign Courts") pursuant to the Cross-Border Insolvency Act 2008 (Cth) (the "CBIA").

349. The purpose of these proceedings is to request that the UK Court and the Australian Court recognize the Chapter 11 Cases as "foreign main proceedings" or, alternatively, "foreign non-main proceedings" under the provisions of the CBIR and CBIA, respectively, to, among other things, ensure the stay of certain pending litigations in England, Scotland and Australia against the Debtors.

350. My understanding is that an order of this Court authorizing me to act as the UK Foreign Representative and the Australian Foreign Representative with respect to these Chapter 11 Cases would, once entered and certified, satisfy the relevant requirements under UK and Australian law, thereby enabling me to seek recognition as the foreign representative and apply to have the Chapter 11 Cases recognized by the UK Court and the Australian Court.

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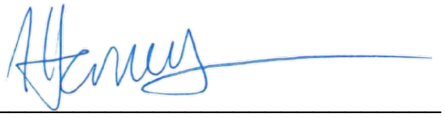
I declare under penalty of perjury that the Declaration is true and correct.

Dated: August 16, 2022
Malvern, Pennsylvania

By: /s/ *Mark Bradley*
Name: Mark Bradley
Title: Chief Financial Officer

THIS IS EXHIBIT "F"
TO THE AFFIDAVIT OF DANIEL VAS
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 17TH DAY OF AUGUST, 2022

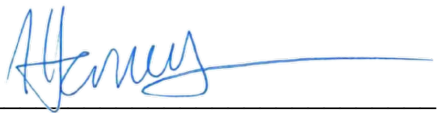


Commissioner for Taking Affidavits

Paladin Labs Inc.
Unaudited Balance Sheet (Based on Internal Trial Balances)

Canadian Dollars	**June 30, 2022**	**December 31, 2021**
Description		
Cash and Cash Equivalents	37,278,161	19,251,090
Accounts and Notes Receivable	8,880,846	19,494,122
Inventories	17,809,580	25,142,365
Income taxes receivable	4,736,690	4,030,271
Intercompany receivables ST	120,808,971	129,425,808
Prepaid expenses and other current assets	2,824,529	3,816,053
Current Assets	**192,338,777**	**201,159,709**
Property, Plant and Equipment	1,144,831	1,382,883
Operating Lease	280,988	369,708
Intangible Assets	73,911,635	89,941,315
Intercompany receivables LT	219,572,006	219,572,006
Other assets	3,312,929	3,787,052
Noncurrent Assets	**298,222,388**	**315,052,963**
Assets	**490,561,165**	**516,212,672**
Accounts Payable and Accrued Expenses	32,973,968	35,754,275
Operating Lease Liability	196,729	192,124
Intercompany payables ST	4,188,569	6,312,936
Current Liabilities	**37,359,266**	**42,259,335**
Operating Lease Liability	101,595	200,585
Def Inc Tax Liability	9,089,309	17,874,311
Income taxes payable	16,270,150	18,379,429
Intercompany payables LT	599,481,662	599,481,662
Other liabilities	5,044,220	6,276,500
Noncurrent Liabilities	**629,986,936**	**642,212,486**
Liabilities	**667,346,202**	**684,471,822**
Ordinary Shares	2,510,605,031	2,510,605,031
Additional Paid-In and Other Additional Capital	(1,526,943,615)	(1,527,064,842)
Retained Earnings	(1,160,422,466)	(1,151,737,043)
Accumulated Other Comprehensive Income, Net of Tax	(23,987)	(62,295)
Shareholders' Equity	**(176,785,037)**	**(168,259,149)**
Liabilities and Shareholders' Equity	**490,561,165**	**516,212,672**

THIS IS EXHIBIT "G"
TO THE AFFIDAVIT OF DANIEL VAS
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 17TH DAY OF AUGUST, 2022



Commissioner for Taking Affidavits

SEARCH SUMMARY

WITH RESPECT TO

PALADIN LABS INC.

I. ONTARIO

1. *PERSONAL PROPERTY SECURITY ACT* (Ontario) - File Currency: August 9, 2022

Secured Party(ies)	Debtor(s)	Reference File No. & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendments/Assignments Discharges/Renewals Transfers/Subordinations
1. Wilmington Trust, National Association, as Second Lien Agent	Paladin Labs Inc.	762121152 - 20200526 1158 1590 4258 (10 years)	Inventory, Equipment, Accounts, Other, Motor Vehicles		
2. Wilmington Trust, National Association	Paladin Labs Inc.	726896862 - 20170425 0831 1862 2830 (10 years)	Inventory, Equipment, Accounts, Other, Motor Vehicles		Renewed by 20210311 1050 1590 6149 3 years

II. QUEBEC

1. *REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS* – File Currency: August 12, 2022

	Registration Type Registration Date and Number Date of Constituting Act/Expiry Date	Grantor/ Lessee/Buyer	Holder/ Lessor/Seller	Property	Amount/ Interest rate
1.	Change of name from Technologies Bioenvelop Inc. and Bioenvelop Technologies Inc. to Bioenvelop Agro Inc. registered on June 13, 2001 at 9:00 a.m. under number 01-0210348-0001.				

	Registration Type Registration Date and Number Date of Constituting Act/Expiry Date	Grantor/ Lessee/Buyer	Holder/ Lessor/Seller	Property	Amount/ Interest rate
2.	Droits de propriété du crédit-bailleur October 28, 2008 at 9:25 a.m. 08-0620718-0001 Constituting Act: not mentioned Expiry date: October 18, 2028 **[see section j) below]**	Paladin Labs Inc.	GE Vehicle and Equipment Leasing **[see sections a) to c) and e) to i) below]**	Pursuant the lease agreement dated Oct. 22, 2008 All present and after acquired motor vehicles, trailers, and goods of whatever make or description, now or hereafter leased by the secured party to the debtor, together with all additions, replacement parts, accessions, attachements and improvements thereto. (V) **[see section d) below]**	n/a
Accessory rights: **a)** assignment of rights from GE Vehicle and Equipment Leasing Inc. to Element Financial Corporation registered on July 5. 2013 at 9:55 a.m. under number 13-0579796-0001. **b)** assignment of rights from Transportaction Lease Systems Inc. to Element Fleet Services LP registered on July 5, 2013 at 10:01 a.m. under number 13-0579808-0002. **c)** change of name from Transportaction Lease System Inc. to Element Fleet Management Inc. registered on July 10, 2013 at 11:42 a.m. under number 13-0595016-0001. **d)** modification registered on July 24, 2013 at 1:22 p.m. under number 13-0645836-0001 to add the following vehicle to the registration: JN8AS5MV3DW124952 2013 NISSAN ROGUE AWD SP. **e)** modification registered on October 21, 2013 at 9:00 a.m. under number 13-0930337-0001 to replace secured party "GE Vehicle and Equipment Leasing" by "Element Fleet Management Inc.". **f)** correction registered on March 7, 2014 at 2:55 p.m. under number 14-0180739-0001 rectifying the name of the assignee to the assignment of rights registered under number 13-0579796-0001 (described above at section a)) for "Transportaction Lease System Inc." instead of "Element Financial Corporation". **g)** assignment of a right from Element Fleet Services LP to Element Fleet Management Inc. registered on April 1, 2015 at 9:00 a.m. under number 15-0267461-0002. **h)** assignment of a right from Element Fleet Management Inc. to FLR LP Inc. registered on April 1, 2015 at 9:00 a.m. under number 15-0267494-0002. **i)** assignment of a right from FLR LP Inc. to Element Fleet Lease Receivables L.P. registered on April 1, 2015 at 9:00 a.m. under number 15-0267495-0002. **j)** renewal from October 28, 2018 to October 18, 2028 registered on September 5, 2018 at 9:00 a.m. under number 18-0973797-0012.				
3.	Conventional hypothec without delivery April 27, 2017 at 9:00 a.m. 17-0392550-0001 Constituting Act: April 26, 2017 before Manon Ferrand, Notary, minute no. 8 Expiry date: April 25, 2027 **[see section a) below]**	Paladin Labs Inc. Paladin Labs Canadian Holding Inc./Société de Portefeuille Canadienne Laboratoires Paladin Inc.	Wilmington Trust, National Association	The universality of all of each Grantor's movable and immovable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situate. (V)	$8,000,000,000 Interest: 25% per annum

	Registration Type Registration Date and Number Date of Constituting Act/Expiry Date	Grantor/ Lessee/Buyer	Holder/ Lessor/Seller	Property	Amount/ Interest rate
Note: The hypothec is granted in favour of the hypothecary representative pursuant section 2692 of the *Civil Code of Québec*. Accessory right: **a)** renewal from April 25, 2027 to March 10, 2031 registered on March 11, 2021 at 10:46 a.m. under number 21-0223552-0001.					
4.	Droits de propriété du crédit-bailleur November 29, 2017 at 1:30 p.m. 17-1267077-0001 Constituting Act: November 28, 2017 Expiry date: January 28, 2023	Paladin Labs Inc. Bioenvelop	CBSC Capital Inc.	FIVE(5) CANON COPIERS including all parts, accessories, replacements, additions and accessions, tangible and intangible (including software), now and hereafter relating thereto or affixed thereon and including any documentation, manuals or information provided in connection therewith. (V)	n/a
5.	Conventional hypothec without delivery June 16, 2020 at 9:00 a.m. 20-0536620-0001 Constituting Act: June 15, 2020 before Angelo Febbraio, Notary, minute no. 1690 Expiry date: June 14, 2030	Paladin Labs Inc. Paladin Labs Canadian Holding Inc./Société de Portefeuille Canadienne Laboratoires Paladin Inc.	Wilmington Trust, National Association	The universality of all of each Grantor's movable and immovable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situate. (S)	$2,700,000,000 Interest: 25% per annum
Note: The hypothec is granted in favour of the hypothecary representative pursuant section 2692 of the *Civil Code of Québec*.					

SEARCH SUMMARY

WITH RESPECT TO

PALADIN LABS CANADIAN HOLDING INC.

I. ONTARIO

1. *PERSONAL PROPERTY SECURITY ACT* (Ontario) - File Currency: August 9, 2022

Secured Party(ies)	Debtor(s)	Reference File No. & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendments/Assignments Discharges/Renewals Transfers/Subordinations
1. Wilmington Trust, National Association, as Second Lien Agent	Paladin Labs Canadian Holding Inc. Societe de Portefeuille Canadienne Laboratories Paladin Inc. Paladin Labs Canadian Holding Inc. Societe De Portefeuille Canadienne Laboratoires Paladin Inc. Societe De Portefeuille Canadienne Laboratoires Paladin Inc. Paladin Labs Canadian Holding Inc.	762121179 - 20200526 1158 1590 4259 (10 years)	Inventory, Equipment, Accounts, Other, Motor Vehicles		
2. Wilmington Trust, National Association	Paladin Labs Canadian Holding Inc. Societe de Portefeuille Canadienne Laboratories Paladin Inc. Paladin Labs Canadian Holding Inc. Societe De Portefeuille Canadienne Laboratoires Paladin	726896853 - 20170425 0831 1862 2829 (10 years)	Inventory, Equipment, Accounts, Other, Motor Vehicles		Renewed by 20210311 1050 1590 6150 3 years

Secured Party(ies)	Debtor(s)	Reference File No. & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendments/Assignments Discharges/Renewals Transfers/Subordinations
	Inc. Societe De Portefeuille Canadienne Laboratoires Paladin Inc. Palad In Labs Canadian Olding Inc.				

II. QUEBEC

1. *REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS* – File Currency: August 12, 2022

	Registration Type Registration Date and Number Date of Constituting Act/Expiry Date	Grantor/ Lessee/Buyer	Holder/ Lessor/Seller	Property	Amount/ Interest rate
1.	Conventional hypothec without delivery April 27, 2017 at 9:00 a.m. 17-0392550-0001 Constituting Act: April 26, 2017 before Manon Ferrand, Notary, minute no. 8 Expiry date: April 25, 2027 **[see section a) below]**	Paladin Labs Inc. Paladin Labs Canadian Holding Inc./Société de Portefeuille Canadienne Laboratoires Paladin Inc.	Wilmington Trust, National Association	The universality of all of each Grantor's movable and immovable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situate. (V)[1]	$8,000,000,000 Interest: 25% per annum
Note: The hypothec is granted in favour of the hypothecary representative pursuant section 2692 of the *Civil Code of Québec*. Accessory right: **a)** renewal from April 25, 2027 to March 10, 2031 registered on March 11, 2021 at 10:46 a.m. under number 21-0223552-0001.					

S: *summary*: The description appearing on the printout has been summarized.

V: *verbatim*: The description appearing on the printout has been recopied "as is".

	Registration Type Registration Date and Number Date of Constituting Act/Expiry Date	Grantor/ Lessee/Buyer	Holder/ Lessor/Seller	Property	Amount/ Interest rate
2.	Conventional hypothec without delivery June 16, 2020 at 9:00 a.m. 20-0536620-0001 Constituting Act: June 15, 2020 before Angelo Febbraio, Notary, minute no. 1690 Expiry date: June 14, 2030	Paladin Labs Inc. Paladin Labs Canadian Holding Inc./Société de Portefeuille Canadienne Laboratoires Paladin Inc.	Wilmington Trust, National Association	The universality of all of each Grantor's movable and immovable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situate. (S)	$2,700,000,000 Interest: 25% per annum
Note: The hypothec is granted in favour of the hypothecary representative pursuant section 2692 of the *Civil Code of Québec*.					

THIS IS EXHIBIT "H"
TO THE AFFIDAVIT OF DANIEL VAS
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 17TH DAY OF AUGUST, 2022

Commissioner for Taking Affidavits

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (as amended, modified, or otherwise supplemented from time to time, this "***Agreement***"), dated as of August 16, 2022, is entered into by and among:

(a) Endo International plc ("***Parent***") and each of its undersigned subsidiaries (each, including Parent, a "***Debtor***," and collectively, the "***Debtors***"); and

(b) each undersigned entity, in each such entity's respective capacity as lender under, holder of, or investment advisor, beneficial holder, investment manager, manager, nominee, advisor, or subadvisor to lenders, holders or funds that beneficially own (together with any parties that accede to this Agreement in accordance with Section 19, the "***Consenting First Lien Creditors***"), certain of the Loans, First Lien Notes, Second Lien Notes, and Unsecured Notes (each as defined below).

The Debtors, the Consenting First Lien Creditors, and any Person that subsequently becomes a party hereto in accordance with the terms hereof, are collectively referred to herein as the "***Parties***" and each individually as a "***Party***." Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Restructuring Term Sheet (as defined below).

RECITALS

WHEREAS, the Parties have engaged in good faith and arm's-length negotiations regarding a restructuring of the Debtors;

WHEREAS, as of the date hereof, the Consenting First Lien Creditors collectively hold approximately 54.63% of the aggregate outstanding principal amount of the Loans and the First Lien Notes, inclusive of approximately 73.64% of the aggregate outstanding principal amount of the Term Loans (as defined in the Credit Agreement) and approximately 47.83% of the aggregate outstanding principal amount of the First Lien Notes;

WHEREAS, the Parties have in good faith and at arm's-length negotiated and agreed to undertake and support a financial restructuring of the existing Claims against, and Interests in, the Debtors in accordance with the terms and subject to the conditions set forth in this Agreement and in the restructuring term sheet attached hereto as **Exhibit A** (including any schedules and exhibits attached thereto, the "***Restructuring Term Sheet***"; such financial restructuring, the "***Restructuring***"), including the implementation through the sale and/or enforcement of security as approved by the Bankruptcy Court to the extent such approval is required, of substantially all of the assets of the Debtors, in accordance with (i) the PSA 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 Transferred Assets in accordance with the Bidding Procedures Order, the purchase agreement(s) agreed to by the Debtors and such third-party purchaser(s) (in each case, as approved pursuant to the Sale Order, and the sale or sales to be consummated thereunder, the "***Sale***") in voluntary cases (the "***Chapter 11 Cases***") commenced by the Debtors

in the United States Bankruptcy Court for the Southern District of New York (the "***Bankruptcy Court***") under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***"); and

WHEREAS, the Parties desire to express to each other their mutual support and agreement in respect of the matters set forth in this Agreement and the Restructuring Term Sheet.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS; RULES OF CONSTRUCTION**.**

(a) Definitions. The following terms shall have the following definitions:

"***Ad Hoc First Lien Group***" means that certain ad hoc group of First Lien Creditors (together with their respective successors and permitted assigns) represented by Gibson Dunn, Evercore, and FTI.

"***Administrative Agent***" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Credit Agreement.

"***Agreement***" has the meaning set forth in the preamble hereof, and includes, for the avoidance of doubt, the Restructuring Term Sheet and any schedules and exhibits attached hereto and thereto.

"***Agreement Effective Date***" means the date on which (x) counterpart signature pages to this Agreement shall have been executed and delivered by (i) each Debtor and (ii) one or more Consenting First Lien Creditors constituting more than 50% of the Prepetition First Lien Indebtedness and (y) the Debtors have paid in full all reasonable fees and expenses of Gibson Dunn, Evercore, and FTI accrued through the Agreement Effective Date pursuant to invoices delivered to the Debtors on or before such date.

"***Alternative Proposal***" means any plan of reorganization or liquidation, proposal, settlement, term sheet, offer, transaction, dissolution, winding up, liquidation, reorganization, receivership, examinership (or otherwise any enforcement of security over any of the shares or assets of any of the Debtors), assignment for the benefit of creditors, financing or refinancing (debt or equity), recapitalization, restructuring, merger, scheme of arrangement, takeover, reverse takeover, acquisition, consolidation, business combination, joint venture, partnership, sale of assets, liabilities or equity of a Debtor or a subsidiary of a Debtor, or any other procedure or process similar to any of the foregoing (other than the sale or disposition of *de minimis* assets) proposed or occurring in, or under the laws of, any jurisdiction, in each case, (i) to the extent material and (ii) other than the transactions contemplated by and in accordance with the Restructuring Term Sheet or the Sale Process. For the avoidance of doubt, an Alternative Proposal shall not include any action taken by the Debtors contemplated by the Bidding Procedures Order, such as the Debtors' acceptance and/or consummation of a transaction by one or more third-party purchasers for the Transferred Assets.

"***Applicable Court***" means (i) prior to the commencement of the Chapter 11 Cases, the New York State Supreme Court, Commercial Division, or the United States District Court for the Southern District of New York, in each case, located in the Borough of Manhattan, and (ii) after commencement of the Chapter 11 Cases, the Bankruptcy Court.

"***Assumed Liabilities***" has the meaning set forth in the Restructuring Term Sheet.

"***Astora Recognition Proceedings***" means recognition proceedings (a) in England or Scotland pursuant to the Cross-Border Insolvency Regulations 2006, and (b) in Australia pursuant to the Cross-Border Insolvency Act 2008, in each case in respect of the Chapter 11 Case for Astora Women's Health, LLC.

"***Bankruptcy Code***" has the meaning set forth in the recitals hereof.

"***Bankruptcy Court***" has the meaning set forth in the recitals hereof.

"***Bankruptcy Rules***" means the Federal Rules of Bankruptcy Procedure.

"***Bidding Procedures***" means the bid, auction, and other procedures with respect to the Sale, which procedures shall be in form and substance reasonably acceptable to the Required Consenting First Lien Creditors and the Debtors and approved by the Bankruptcy Court.

"***Bidding Procedures Order***" means an order of the Bankruptcy Court approving the Bidding Procedures and other relief consistent with the Restructuring Term Sheet, which order shall be in form and substance reasonably acceptable to the Required Consenting First Lien Creditors and the Debtors; *provided* that the Parties agree that the Required Consenting First Lien Creditors may withhold their approval of the Bidding Procedures Order if such order does not contain the terms and relief described in the last paragraph of the section entitled "Bidding Procedures" in the Restructuring Term Sheet.

"***Business Day***" means any day other than a Saturday, Sunday, or legal holiday as defined in Bankruptcy Rule 9006(a).

"***Cash Collateral***" has the meaning set forth in section 363(a) of the Bankruptcy Code.

"***Cash Collateral Order***" means, collectively, the interim and final orders entered by the Bankruptcy Court authorizing the Debtors' use of Cash Collateral, and all exhibits and schedules thereto; provided that such interim order shall be substantially in the form attached to the Restructuring Term Sheet as Exhibit B with such modifications as are acceptable to the Required Consenting First Lien Creditors and the Debtors and approved by the Bankruptcy Court.

"***Chapter 11 Cases***" has the meaning set forth in the recitals hereof.

"***Claim***" means any claim as that term is defined in section 101(5) of the Bankruptcy Code.

"***Closing Date***" means (A) 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 or (B) to the extent one or more third-party purchaser(s) is determined to have submitted the highest or otherwise best offer or offers for the Transferred Assets in accordance with the Bidding Procedures Order, the date upon which such Sale or Sales are consummated and the Prepetition First Lien Indebtedness is repaid in cash in the First Lien Payoff Amount (as defined in the form of Bidding Procedures attached to the Restructuring Term Sheet as of the date hereof).

"***Consenting First Lien Creditor Termination Event***" has the meaning set forth in Section 7(a).

"***Consenting First Lien Creditors***" has the meaning set forth in the preamble hereof.

"***Credit Agreement***" means 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), by and among Parent, Endo Luxembourg Finance Company I S.à r.l., Endo LLC, the lenders from time to time party thereto, the Administrative Agent**,** issuing bank and swingline lender, and each of the other Secured Parties (as defined therein).

"***Credit Documents***" means the Credit Agreement 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); *provided* that the Credit Documents shall not include any Swap Agreement or any Banking Services Agreements (each as defined in the Credit Agreement).

"***Debtor Termination Event***" has the meaning set forth in Section 7(b).

"***Debtors***" has the meaning set forth in the preamble hereof.

"***Definitive Documents***" means the documents that are necessary to implement the Restructuring and/or consummate the Sale, which documents shall in each case be materially consistent with this Agreement and in form and substance reasonably acceptable to the Debtors and the Required Consenting First Lien Creditors, including, (i) the PSA, (ii) the Cash Collateral Order, (iii) the Bidding Procedures and Bidding Procedures Order, (iv) the Proposed PSA, (v) the Sale Order, (vi) any postpetition key employee incentive and/or retentive based compensation program; *provided* that the foregoing shall not apply to any actions taken by a Debtor with respect to any employee who is part of the Debtors' band D (including senior managers or below), (vii) other than (x) administrative expense Claims with respect to trade creditors in the ordinary course of business, or (y) as set forth in the proviso to Section 4(b)(x), all agreements to settle (A) any Opioid Claims or with any holders of Opioid Claims or (B) any administrative expense Claims (other than Claims held by a Debtor or a subsidiary of a Debtor against a Debtor), in each case in this sub-clause (B), in excess of $5,000,000 individually or $20,000,000 in the aggregate, (viii) provisions in the Organizational Documents pertaining to the indemnification of officers and directors or any equity arrangements in connection with a management incentive program that are

materially adverse or disproportionate compared to other equity interests, (ix) all motions, pleadings, declarations, and proposed court orders that the Debtors file on or after the Petition Date and seek to have heard on an expedited basis at the "first day hearing", including, without limitation, such motions and proposed orders authorizing the Debtors to pay prepetition Claims of certain critical vendors and service providers, foreign service providers, lien claimants, and section 503(B)(9) claimants, (x) the Section 105(a) Order, (xi) any Voluntary Operating Injunction, (xii) any document filed by the Debtors in the Chapter 11 Cases or an Other Ancillary Process to implement any of the foregoing, and (xiii) any other documents (including any agreements, instruments, schedules, or exhibits) related to or contemplated in, or which are required in order to give effect to the documents specified in, the foregoing clauses (i) through (xii); *provided* that the Cash Collateral Order, the PSA, and the Sale Order shall be in form and substance acceptable to the Required Consenting First Lien Creditors and the Debtors.

"***Evercore***" means Evercore Group LLC, as financial advisor to the Ad Hoc First Lien Group.

"***Fiduciary Out***" has the meaning set forth in Section 4(a)(xvi).

"***First Lien Collateral Trustee***" means Wilmington Trust, National Association, as collateral trustee on behalf of the Secured Parties (as defined in the First Lien Collateral Trust Agreement) (in such capacity and including any successors thereto) under the First Lien Collateral Trust Agreement.

"***First Lien Collateral Trust Agreement***" means 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), by and among Parent, Endo Luxembourg Finance Company I S.à r.l., Endo LLC, Endo Designated Activity Company, Endo Finance LLC, Endo Finco Inc. the other grantors from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent under the Credit Agreement and Wells Fargo Bank, National Association, as indenture trustee.

"***First Lien Creditors***" means the Prepetition First Lien Lenders and the holders of First Lien Notes.

"***First Lien Notes***" means any notes issued pursuant to (a) that certain Indenture, dated as of April 27, 2017, for the 5.875% Senior Secured Notes due 2024, by and among Endo Designated Activity Company, Endo Finance LLC, and Endo Finco Inc., as issuers, each of the guarantors party thereto, and the First Lien Notes Indenture Trustee as trustee, (b) that certain Indenture, dated as of March 28, 2019, for the 7.500% Senior Secured Notes due 2027, by and among Par Pharmaceuticals, Inc., as issuer, each of the guarantors party thereto, and the First Lien Notes Indenture Trustee as trustee and (c) that certain Indenture, dated as of March 25, 2021, for the 6.125% Senior Secured Notes due 2029, by and among Endo Luxembourg Finance Company I S.à r.l. and Endo U.S. Inc., as issuers, the guarantors party thereto, and the First Lien Notes Indenture Trustee as trustee.

"***First Lien Notes Documents***" means the First Lien Notes together with all other related documents, instruments, and agreements, in each case as supplemented, amended, restated, or otherwise modified from time to time.

"***First Lien Notes Indenture Trustee***" means Wells Fargo Bank, National Association, as trustee (in such capacity and including any successors thereto) pursuant to the First Lien Notes Indentures.

"***First Lien Notes Indentures***" means the indentures pursuant to which the First Lien Notes were issued.

"***Foreign Debtor***" means any Debtor incorporated in any jurisdiction other than the United States, any State thereof or the District of Columbia.

"***FTI***" means FTI Consulting, Inc., as financial advisor to the Ad Hoc First Lien Group.

"***Gibson Dunn***" means Gibson, Dunn & Crutcher LLP, as legal counsel to the Ad Hoc First Lien Group.

"***Governmental Authority***" means any United States or non-United States national, federal, state or local governmental, regulatory or administrative authority, agency, court or commission or any other judicial or arbitral body, including, without limitation the Bankruptcy Court.

"***Indenture Trustees***" means, collectively, the First Lien Notes Indenture Trustee, Second Lien Notes Indenture Trustee, and Unsecured Notes Indenture Trustee.

"***Indentures***" means any of the First Lien Notes Indentures, the Second Lien Notes Indenture, or Unsecured Notes Indentures.

"***Interest***" means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interest, unit, or share in the Debtors (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in the Debtors), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated "stock" or a similar security.

"***Irish Companies Act***" means the Companies Act of 2014 of Ireland (as amended from time to time).

"***Irish Court***" means the High Court of Ireland.

"***Joinder Agreement***" has the meaning set forth in Section 8(a).

"***Law***" means any statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or order of any Governmental Authority.

"***Legal Reservations***" means: (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganization and other laws generally affecting the rights of creditors; (b) the time barring of claims under the Statute of Limitations 1957 to 2000 of Ireland and other similar laws in any other jurisdiction and defenses of set-off or counterclaim, and (c) rules, defences or limitations equivalent to those set out in (a) or (b) under the laws of any applicable jurisdiction.

"***Loans***" means the "Loans" (as such term is defined in the Credit Agreement).

"***Make-Whole Claims***" means any Claim, whether secured or unsecured, derived from or based upon any make-whole, applicable premium, redemption premium, prepayment premium, or other similar payment provisions due upon acceleration as provided for in an Indenture.

"***Mandatory Offer Requirement***" means a requirement to make a mandatory cash offer for the Debtors under Rule 9 of the Irish Takeover Panel Act, 1997, Takeover Rules, 2022 of Ireland.

"***Material Adverse Effect***" has the meaning set forth in the Restructuring Term Sheet.

"***Milestone***" has the meaning set forth in Section 7(a)(x).

"***Opioid Claim***" means Claims and causes of action, whether existing now or arising in the future, and whether held by a governmental entity or private party, against any of the Debtors in any way arising out of or relating to opioid products manufactured, marketed, promoted, distributed or sold by any of the Debtors or any of their respective predecessors 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 on account of payments or losses in any way arising out of or relating to opioid products manufactured, marketed, promoted, distributed or sold by any of the Debtors or any of their respective predecessors prior to the Closing Date.

"***Organizational Documents***" means the certificate or articles of incorporation and bylaws, certificate of formation, partnership agreement, operating agreement, limited liability company agreement, constitution or articles of association and any similar documents of the Purchaser.

"***Other Termination Event***" has the meaning set forth in Section 7(c).

"***Outside Date***" has the meaning set forth in Section 7(a)(x)(E).

"***Parent***" has the meaning set forth in the preamble hereof.

"***Party***" has the meaning set forth in the preamble hereof.

"***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.

"***Petition Date***" means the date on which the Chapter 11 Cases are filed with the Bankruptcy Court.

"***Prepetition First Lien Indebtedness***" means, collectively, the Prepetition First Lien Notes Indebtedness and the Prepetition First Lien Secured Loan Indebtedness; *provided* that the Prepetition First Lien Indebtedness shall not include any amounts for unpaid interest or fees to the extent corresponding equivalent amounts were paid under the Cash Collateral Order pursuant to Sections 4(d) and 4(g) (in such form as set forth in Exhibit B to the Restructuring Term Sheet as of the Agreement Effective Date).

"***Prepetition First Lien Lenders***" means the lenders under the Credit Agreement.

"***Prepetition First Lien Notes Indebtedness***" means the indebtedness of the Debtors outstanding as of the Petition Date under the First Lien Notes Documents, including the First Lien Notes and accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, 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 Notes Indentures) owing, in each case pursuant to the terms of the First Lien Notes Documents; *provided* that the Prepetition First Lien Notes Indebtedness shall not include any amounts for unpaid interest or fees to the extent corresponding equivalent amounts were paid under the Cash Collateral Order pursuant to Sections 4(d) and 4(g) (in such form as set forth in Exhibit B to the Restructuring Term Sheet as of the Agreement Effective Date).

"***Prepetition First Lien Secured Loan Indebtedness***" means the indebtedness of the Debtors outstanding as of the Petition Date under the Credit Documents, including the Loans and 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 (other than any Swap Obligations or Banking Services Obligations (each as defined in the Credit Agreement)); *provided* that the Prepetition First Lien Secured Loan Indebtedness shall not include any amounts for unpaid interest or fees to the extent corresponding equivalent amounts were paid under the Cash Collateral Order pursuant to Sections 4(d) and 4(g) (in such form as set forth in Exhibit B to the Restructuring Term Sheet as of the Agreement Effective Date).

"***Proceeding***" has the meaning set forth in Section 12(a).

"***Proposed PSA***" means the form of asset purchase agreement to be furnished to prospective bidders to document their respective bids pursuant to the Bidding Procedures.

"***PSA***" means the definitive purchase and sale agreement, by and between certain Debtors and the Purchaser, in connection with the Sale Transaction, which will be consistent in all respects with the Restructuring Term Sheet and this Agreement.

"***Purchaser***" means a newly formed entity (or its designee or assignee), formed to serve as the stalking horse bidder in connection with the Sale Process.

"***Qualified Marketmaker***" means an entity that (i) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from and sell to customers Claims, or enter with customers into long or short positions in Claims, in its capacity as a dealer or market maker in such Claims, and (ii) is, in fact, regularly in the business of making a market in claims, interests or securities of issuers or borrowers (including debt securities or other debt).

"***Required Consenting First Lien Creditors***" means, as of any date of determination, the Consenting First Lien Creditors holding at least 66.7% of the principal amount of Prepetition First Lien Indebtedness held by the Consenting First Lien Creditors in the aggregate; *provided* that the Claims of any beneficial holder of or lender (or investment advisor or manager in respect of the foregoing) that owns or manages any Prepetition First Lien Indebtedness and is a member (or an affiliate of a member) of (i) an ad hoc or informal group of creditors other than the Ad Hoc First Lien Group or (ii) a group or committee other than the Ad Hoc First Lien Group that files a verified statement under Federal Rule of Bankruptcy Procedure 2019 in the Chapter 11 Cases, in each case, shall be excluded from the foregoing calculation.

"***Restructuring***" has the meaning set forth in the recitals hereof.

"***Restructuring Support Period***" means, with respect to any Party, the period of time commencing on the later of (a) the Agreement Effective Date and (b) the date such Party becomes party hereto and ending on the earlier of (x) the Termination Date and (y) the Closing Date.

"***Restructuring Term Sheet***" has the meaning set forth in the recitals hereof.

"***Sale***" has the meaning set forth in the recitals hereof.

"***Sale Order***" means an order of the Bankruptcy Court approving a Sale or Sales, which order shall be in form and substance acceptable to the Required Consenting First Lien Creditors and the Debtors.

"***Sale Process***" means a sale and marketing process involving the Debtors' assets, the parameters of which shall be determined by the Debtors, in consultation with the Required Consenting First Lien Creditors, for the Sale.

"***Sale Transaction***" means the proposed transaction pursuant to which the Purchaser will acquire from the Debtors to be party to the PSA the Transferred Assets 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.

"***Second Lien Collateral Trustee***" means Wilmington Trust, National Association, as collateral trustee (in such capacity and including any successors thereto) under 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), by and among Parent, Endo Designated Activity Company, Endo Finance LLC, Endo Finco Inc., the other grantors from time to time party thereto and Wells Fargo Bank, National Association, as indenture trustee, the Second Lien Collateral Trustee.

"***Second Lien Notes***" means any notes issued pursuant to that certain Indenture, dated as of June 16, 2020, for the 9.500% Senior Secured Second Lien Notes due 2027, by and among, Endo Designated Activity Company, Endo Finance, LLC, and Endo Finco Inc., as issuers, the guarantors party thereto, and the Second Lien Notes Indenture Trustee as trustee.

"***Second Lien Notes Indenture***" means the indenture pursuant to which the Second Lien Notes were issued.

"***Second Lien Notes Indenture Trustee***" means Wilmington Savings Fund Society, FSB, as trustee (in such capacity and including any successors thereto) pursuant to the Second Lien Notes Indenture.

"***Section 105(a) Order***" means an order under section 105(a) of the Bankruptcy Code preliminarily enjoining any Person (or unit thereof) from pursuit of any Opioid Claim against any Debtor or subsidiary of a Debtor.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Skadden***" means Skadden, Arps, Slate, Meagher & Flom LLP, as legal counsel to the Debtors.

"***Subject Claims***" has the meaning set forth in Section 8(a).

"***Termination Date***" means, with respect to any Party, the date on which this Agreement terminates in accordance with Section 7.

"***Termination Event***" means any Debtor Termination Event, Consenting First Lien Creditor Termination Event, or Other Termination Event.

"***Transfer***" has the meaning set forth in Section 8(a).

"***Transferred Assets***" has the meaning set forth in the Restructuring Term Sheet.

"***Unsecured Notes***" means any notes issued pursuant to (a) that certain Indenture, dated as of June 8, 2011, between Endo Pharmaceuticals Holdings Inc., as issuer, the guarantors party thereto, and the Unsecured Notes Indenture Trustee as trustee; (b) that certain Indenture,

dated as of December 19, 2013, between Endo Finance Co., as issuer, the guarantors party thereto, and the Unsecured Notes Indenture Trustee as trustee; (c) that certain Indenture, dated as of May 6, 2014, between Endo Finance LLC and Endo Finco Inc., as issuers, the guarantors party thereto, and the Unsecured Notes Indenture Trustee as trustee; (d) that certain Indenture, dated as of June 30, 2014, between Endo Finance LLC and Endo Finco Inc., as issuers, the guarantors party thereto, and the Unsecured Notes Indenture Trustee as trustee; (e) that certain Indenture, dated as of January 27, 2015, between Endo Limited, Endo Finance LLC, and Endo Finco Inc., as issuers, the guarantors party thereto, and the Unsecured Notes Indenture Trustee as trustee; (f) that certain Indenture, dated as of July 9, 2015, between Endo Limited, Endo Finance LLC, and Endo Finco Inc., as issuers, the guarantors party thereto, and the Unsecured Notes Indenture Trustee as trustee; or (g) that certain Indenture, dated as of June 16, 2020, between Endo Designated Activity Company, Endo Finance LLC, and Endo Finco Inc., as issuers, the guarantors party thereto, and the Unsecured Notes Indenture Trustee as trustee.

"***Unsecured Notes Indenture Trustee***" means U.S. Bank, National Association, as trustee (in such capacity and including any successors thereto) pursuant to the Unsecured Notes Indentures.

"***Unsecured Notes Indentures***" means the indentures pursuant to which the Unsecured Notes were issued.

"***Voluntary Operating Injunction***" means any voluntary injunction on the Debtors to enjoin them from, among other things, engaging in certain conduct related to the manufacture, marketing, promotion, sale, and distribution of opioids.

(b) Rules of Construction. When a reference is made in this Agreement to a Section, Exhibit, or Schedule, such reference shall be to a Section, Exhibit, or Schedule, respectively, of or attached to this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (i) words using the singular or plural number also include the plural or singular number, respectively, (ii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement, (iii) the words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation," (iv) references to "$," "dollar," or any other currency are to United States dollars, (v) all references to time of day refer to Eastern time, as in effect in New York, New York on such day, and (vi) the word "or" shall not be exclusive and shall be read to mean "and/or."

(c) Applicability to Non-U.S. Processes. Where the provisions of this Agreement and the Restructuring Term Sheet refer or apply to the Chapter 11 Cases, the Bankruptcy Court, the Restructuring, the Sale (including the Definitive Documents and any other documentation relating or relevant thereto), or events, circumstances, or procedures in the United States (the "***US Process***") but do not equally reference or apply to (a) Canadian recognition proceedings under Part IV of the Companies' Creditors Arrangement Act (Canada), the Ontario Superior Court of Justice (Commercial List), and/or the order(s) recognizing the Chapter 11 Cases, Bankruptcy Court orders and the Restructuring in Canada (including the Definitive Documents or any other documentation relating or relevant thereto) or equivalent events, circumstances, or procedures in Canada (the "***Canadian Process***"), (b) Astora Recognition Proceedings, or (c) any other similar proceeding to recognize or implement the Chapter 11 Cases, the Restructuring, or

orders of the Bankruptcy Court in any non-U.S. jurisdiction, if any (inclusive of any Canadian Process and the Astora Recognition Proceedings, each an "***Other Ancillary Process***"), those provisions relating to the US Process shall be deemed to apply or refer equally to any Other Ancillary Process (and, if necessary, this Agreement and the Restructuring Term Sheet will be deemed to include provisions relating to any Other Ancillary Process which correspond to provisions relating to the US Process) to ensure that the rights and obligations of the Parties under this Agreement apply equally to any Other Ancillary Process in the same way as the US Process, to the fullest extent necessary in order to implement the Restructuring in accordance with the terms, spirit, and intent of this Agreement and the Restructuring Term Sheet; *provided* that prior to commencing any Other Ancillary Process in addition to, or in lieu of, the Canadian Process or the Astora Recognition Proceedings, the Debtors and the Required Consenting First Lien Creditors shall discuss the necessity and scope of such proceedings, procedures, and/or processes in good faith and the Debtors shall only commence any such proceedings, procedures, and/or processes upon receipt of prior written consent of the Required Consenting First Lien Creditors not to be unreasonably withheld; *provided, further,* that such consent shall not be required in the event that the applicable board of directors or other governing body of any Debtor determines that commencing such process for such Debtor is required by the law applicable to such Debtor or in the exercise of fiduciary duties under the law applicable to such Debtor (in each case, after consultation with counsel).

(d) Special Luxembourg Provisions. Without prejudice to the generality of any provision of this Agreement, to the extent this Agreement relates to a Debtor incorporated under the laws of the Grand Duchy of Luxembourg, a reference to: (a) a winding-up, administration or dissolution includes, without limitation, bankruptcy (*faillite*), insolvency, liquidation, composition with creditors (*concordat préventif de faillite*), moratorium or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement with creditors, reorganization or similar laws affecting the rights of creditors generally; (b) a receiver, administrative receiver, administrator, trustee, custodian, sequestrator, conservator or similar officer appointed for the reorganization or liquidation of the business of a person includes, without limitation, a *juge délégué, commissaire, juge-commissaire, mandataire ad hoc, administrateur provisoire, liquidateur* or *curateur*; (c) a lien or security interest includes any *hypothèque, nantissement, gage, privilège, sûreté réelle, droit de rétention* and any type of security in rem (*sûreté réell*e) or agreement or arrangement having a similar effect and any transfer of title by way of security; (d) creditors process means an executory attachment (*saisie exécutoire*) or conservatory attachment (*saisie conservatoire*); and (e) a director includes *administrateurs* or *gérants*.

2. THE RESTRUCTURING TERM SHEET. The Restructuring Term Sheet is expressly incorporated herein by reference and made a part of this Agreement as if fully set forth herein. The terms and conditions of the Restructuring and the Sale are set forth in the Restructuring Term Sheet; provided that the Restructuring Term Sheet is supplemented by the terms and conditions of this Agreement and the applicable Definitive Documents implementing the Restructuring and the Sale. In the event of any inconsistencies between the terms of this Agreement and the Restructuring Term Sheet, the Restructuring Term Sheet shall govern.

3. COVENANTS OF THE CONSENTING FIRST LIEN CREDITORS.

(a) Affirmative Covenants of the Consenting First Lien Creditors. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, each Consenting First Lien Creditor agrees, severally and not jointly, that it shall:

(i) use commercially reasonable efforts to (A) support and (B) take all actions as are necessary and appropriate to, facilitate the implementation and consummation of, the Restructuring, including the transactions contemplated under this Agreement, the Restructuring Term Sheet, and the other Definitive Documents;

(ii) negotiate in good faith the Definitive Documents;

(iii) use commercially reasonable efforts to negotiate and agree to a method of implementation of the Sale Transaction in jurisdictions outside the United States, which is, in the reasonable opinion of the directors of any Foreign Debtor having taken legal advice, compliant with all local laws, including with respect to fiduciary duties, applicable to that Foreign Debtor or its directors and officers, in their respective capacities as such in such jurisdiction;

(iv) as applicable, use commercially reasonable efforts to execute, perform its obligations under, and consummate the transactions contemplated by, the Definitive Documents to which it is or will be a party or for which its approval or consent is required (including causing the Purchaser to be established and causing such entity to enter into the PSA), including, to the extent necessary or appropriate, directing or instructing the First Lien Collateral Trustee to credit bid (or effect the assignment of related rights) or take other actions (including enforcing security as approved by the Bankruptcy Court to the extent such approval is required) necessary to implement the Sale Transaction or a "Successful Bid" pursuant to and as defined in the Bidding Procedures (a direction or instruction in respect of any of the foregoing, the "***Direction Letter***"); *provided* that the Consenting First Lien Creditors shall deliver a form of Direction Letter to the First Lien Collateral Trustee that contains an indemnity from the Purchaser with respect to actions to be taken by the First Lien Collateral Trustee at the direction of the Consenting First Lien Creditors and the other holders of Prepetition First Lien Indebtedness; *provided, further,* that, notwithstanding anything else herein, to the extent that delivering a Direction Letter would require the Consenting First Lien Creditors or other holders of Prepetition First Lien Indebtedness to provide any indemnity (other than an indemnity from the Purchaser) or incur material out-of-pocket costs or liabilities similar to an indemnity (or any out-of-pocket costs or liabilities similar to an indemnity prohibited by a Consenting First Lien Creditors' organizational or constitutional documents), the Debtors' sole remedy as a result of such Consenting First Lien Creditors' failure to provide the Direction Letter shall be the termination of this Agreement pursuant to Section 7;

(v) use commercially reasonable efforts to (A) support and (B) take all actions as are necessary and appropriate to, obtain any and all required governmental, licensing, Bankruptcy Court, regulatory and other approvals (including any necessary third-party approvals or consents) necessary to implement or consummate the Restructuring, the Sale Process, and the Sale Transaction and to cooperate with any efforts

undertaken by the Debtors with respect to obtaining any required regulatory or third-party approvals in connection therewith;

(vi) support and not object to entry of the Cash Collateral Order in accordance with this Agreement;

(vii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring, negotiate with the Consenting First Lien Creditors and the Debtors in good faith appropriate additional or alternative provisions to address any such impediment; *provided* that the recoveries and economic outcome for such Consenting First Lien Creditor and other material terms of this Agreement are preserved in any such provisions;

(viii) timely provide to Gibson Dunn any and all information required to be provided in connection with any regulatory filings;

(ix) timely vote (or cause to be voted) its Claims or Interests against any Alternative Proposal; and

(x) upon request by the Debtors or their advisors, but in no event more frequently than once per month, promptly provide to Skadden the aggregate principal amount of each Consenting First Lien Creditor's claims, by debt instrument, as of the date of such request (which may be provided indirectly through Gibson Dunn).

(b) Negative Covenants of the Consenting First Lien Creditors. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, each Consenting First Lien Creditor agrees, severally and not jointly, that it shall not:

(i) take any actions that are materially inconsistent with this Agreement, the Definitive Documents, or the implementation of the Restructuring;

(ii) file any pleading, motion, declaration, supporting exhibit or Definitive Document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that is not materially consistent with this Agreement or other Definitive Documents;

(iii) directly or indirectly, (A) object to, impede, or take (or direct or encourage any agents, any official or unofficial committee, or any other Person to object to, impede, or take) any action to unreasonably interfere with or postpone the acceptance, consummation, or implementation of the Restructuring on the terms set forth in this Agreement, the Restructuring Term Sheet, and any other applicable Definitive Document, (B) solicit, encourage, propose, file, support, participate in the formulation of or vote for, any Alternative Proposal, other than at the request, or with the consent, of the Debtors, or (C) otherwise take any action that could in any material respect interfere with or postpone the consummation of the Restructuring in connection with the US Process or an Other Ancillary Process;

(iv) authorize, encourage, or direct the First Lien Collateral Trustee, the Administrative Agent, the Second Lien Collateral Trustee, or any Indenture Trustee under the Indentures with respect to which the Consenting First Lien Creditors hold debt to exercise rights or remedies under the Credit Agreement, the Indentures, or any related financing or security document, as applicable, that the Consenting First Lien Creditors (either by this or any other Agreement) have expressly agreed to forbear from exercising;

(v) directly or indirectly object to the allowance and payment by the Debtors of the reasonable and documented fees and expenses of the Debtors' professionals in the Chapter 11 Cases; or

(vi) take any action that is reasonably expected to trigger a Mandatory Offer Requirement.

(c) The covenants of the Consenting First Lien Creditors in this Section 3 are several and not joint. For the avoidance of doubt, the Consenting First Lien Creditors shall comply with the covenants in this Section 3 in all of their respective capacities, including as Lenders under (and as defined in) the Credit Agreement and holders of First Lien Notes, Second Lien Notes and Unsecured Notes, as applicable.

(d) Additional Provisions Regarding the Commitments of the Consenting First Lien Creditors. Notwithstanding anything to the contrary herein, nothing in this Agreement shall:

(i) affect the ability of any Consenting First Lien Creditor to consult with any other Consenting First Lien Creditor, the Debtors, or any other party in interest in the Chapter 11 Cases (including any official committee or the United States Trustee);

(ii) impair or waive the rights of any Consenting First Lien Creditor to assert or raise any objection permitted under, and not inconsistent with, this Agreement in connection with the Restructuring;

(iii) prevent any Consenting First Lien Creditor from enforcing any right, remedy, condition, consent, or approval requirement under this Agreement or any other Definitive Document (to the extent it has rights thereunder), or from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, such documents;

(iv) limit any Consenting First Lien Creditor's rights under any applicable Indenture, the Credit Agreement, the Credit Documents, or applicable law to appear and participate as a party in interest in any matter to be adjudicated in the Chapter 11 Cases (subject to the terms of any applicable intercreditor agreement), so long as such appearance and the positions advocated in connection therewith are not inconsistent with the terms of this Agreement;

(v) prevent any Consenting First Lien Creditor from taking any customary perfection step or other action as is necessary to preserve or defend the validity, priority, extent, or existence of its Claims against or Interests in the Debtors or any lien or security interest securing such Claims (including the filing of proofs of claim);

(vi) subject to Section (a)(iv), require that any Consenting First Lien Creditor (a) give any notice, order, instruction, or direction to any administrative agent, collateral trustee or indenture trustee (as applicable) or other such agent or trustee if the Consenting First Lien Creditors are required to incur any material out-of-pocket costs or liabilities or provide any indemnity in connection therewith, (b) be required to make any capital commitment without its express consent, or (c) incur, assume, or become liable for any material financial or other material liability or material obligation, *provided*, in each case, that no Consenting First Lien Creditor shall be required to incur any out-of-pocket costs or incur, assume, or become liable for any financial or other liability, commitment, or obligation that is otherwise prohibited by such Consenting First Lien Creditor's organizational or constitutional documents;

(vii) with respect to the Cash Collateral Order, (i) be construed to prohibit any Consenting First Lien Creditor, if applicable, from enforcing any right, remedy, condition, consent, or approval requirement under the Cash Collateral Order or (ii) impair or waive the rights of any Consenting First Lien Creditor, if applicable, to assert or raise any objection arising under the Cash Collateral Order; or

(viii) (a) prevent any Consenting First Lien Creditor from taking any action that is required by applicable Law or (b) require any Consenting First Lien Creditor to take any action that is prohibited by applicable Law or to waive or forego the benefit of any applicable legal privilege; *provided* that, if any Consenting First Lien Creditor proposes to take any action that is inconsistent with this Agreement in order to comply with applicable Law, such Consenting First Lien Creditor shall use commercially reasonable efforts to provide at least five (5) Business Days' advance notice to the Debtors to the extent the provision of such notice is legally permissible.

4. COVENANTS OF THE DEBTORS.

(a) Affirmative Covenants of the Debtors. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, each of the Debtors shall:

(i) use commercially reasonable efforts to (A) support and (B) take all actions as are necessary and appropriate to, facilitate the implementation and consummation of, the Restructuring, including the transactions contemplated under this Agreement, the Restructuring Term Sheet, and the other Definitive Documents;

(ii) negotiate in good faith the Definitive Documents;

(iii) use commercially reasonable efforts to negotiate and agree to a method of implementation of the Sale Transaction in jurisdictions outside the United States which is, in the reasonable opinion of the directors of any Foreign Debtor having taken legal advice, compliant with all local laws, including with respect to fiduciary duties, applicable to that Foreign Debtor or its directors and officers, in their respective capacities as such in such jurisdiction;

(iv) as applicable, execute, perform its obligations under, and consummate the transactions contemplated by, the Definitive Documents to which it is or

will be a party or for which its approval or consent is required (including causing the applicable Debtors to enter into the PSA);

(v) timely file a formal written objection to any motion filed with the Bankruptcy Court by a third party seeking entry of an order (A) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases, or (D) modifying or terminating the Debtors' exclusive right to file or solicit acceptances for a plan of reorganization;

(vi) use commercially reasonable efforts to (A) support and (B) take all actions as are necessary and appropriate to, obtain any and all required governmental, regulatory, licensing, Bankruptcy Court, and other approvals (including any necessary third-party approvals or consents) necessary to implement or consummate the Restructuring, the Sale Process, and the Sale Transaction and to cooperate with any efforts undertaken by the Purchaser or the Consenting First Lien Creditors with respect to obtaining any required regulatory or third-party approvals in connection therewith;

(vii) actively oppose and object to the efforts of any person seeking to object to, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary to facilitate implementation of the Restructuring; *provided* that this covenant shall not impede (i) the Debtors from considering or advancing Alternative Proposals in a manner consistent with Section 4(a)(xvi) and (ii) a Foreign Debtor complying with all local laws, including fiduciary duties, applicable to that Foreign Debtor or its directors and officers;

(viii) upon reasonable request, inform the legal and financial advisors to the Ad Hoc First Lien Group (as well as to any Consenting First Lien Creditor that has executed a confidentiality agreement acceptable to the Debtors and such Consenting First Lien Creditor) as to (A) the material business and financial performance (including liquidity position) of the Debtors and their businesses (including the provision of any information or materials reasonably requested in furtherance of any financing efforts contemplated by the Restructuring or by the Purchaser) and (B) the status of obtaining any necessary or desirable authorizations (including consents) from each Consenting First Lien Creditor, any competent judicial body, Governmental Authority, banking, taxation, supervisory, or regulatory body or any stock exchange, *provided that* the Debtors shall not be required to violate any privilege or obligation of confidentiality;

(ix) without interfering with either the Sale Process or the Debtors' ability to consider or advance Alternative Proposals in a manner consistent with Section 4(a)(xvi), (A) support and take all commercially reasonable actions necessary and appropriate, including those actions reasonably requested by the Required Consenting First Lien Creditors to facilitate the Sale Transaction, and the other transactions contemplated thereby, in accordance with this Agreement within the timeframes contemplated herein,

and (B) use commercially reasonable efforts to obtain Bankruptcy Court approval of the Bidding Procedures Order, the Cash Collateral Order, and the Sale Order, each within the timeframes contemplated in this Agreement;

(x) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring, negotiate with the Consenting First Lien Creditors in good faith appropriate additional or alternative provisions to address any such impediment;

(xi) to the extent not already known to Gibson Dunn, Evercore, or FTI, provide prompt written notice to Gibson Dunn (email being sufficient) as soon as reasonably practicable after becoming aware (and in any event within two (2) Business Days after becoming so aware) of (A) the occurrence of a Consenting First Lien Creditor Termination Event; (B) any matter or circumstance that is, or is reasonably likely to be (in the case of such reasonably likely matter or circumstance the Debtors shall provide such prompt notice thereof within four (4) Business Days after becoming so aware), a material impediment to the implementation or consummation of the Restructuring, (C) any notice of any commencement of any insolvency proceeding or legal suit, or enforcement action from or by any person or entity in respect of any Debtor or subsidiary thereof, in each case to the extent that it would materially impede or frustrate the Restructuring, (D) any challenge as to the validity, priority or extent of, or any action to avoid, (1) any lien or security interest securing the Prepetition First Lien Indebtedness or (2) any of the Prepetition First Lien Indebtedness, in each case, pursuant to a motion, pleading, complaint or other filing filed with the Bankruptcy Court, and (E) any representation made by the Debtors under this Agreement being incorrect in any material respect when made;

(xii) pay all accrued and unpaid fees and out-of-pocket expenses in accordance with Section 27;

(xiii) except as otherwise expressly set forth in this Agreement, (i) conduct its businesses and operations in the ordinary course in a manner that is materially consistent with past practices and in compliance with applicable law (taking into account the Restructuring and the pendency, if applicable, of the Chapter 11 Cases) and (ii) use commercially reasonable efforts to preserve intact its businesses and relationships with third parties (including creditors, lessors, licensors, suppliers, distributors, and customers) and employees;

(xiv) except as otherwise provided in the PSA, maintain good standing (or a normal status or its equivalent, to the extent applicable in the jurisdiction of incorporation of any Foreign Debtor) under the laws of the state or other jurisdiction in which each Debtor or subsidiary is formed, incorporated or organized; *provided* that the foregoing shall not apply to any changes to a Debtor's status arising from or relating to the pursuit or implementation by a Debtor of an Other Ancillary Process in accordance with this Agreement;

(xv) (A) provide Gibson Dunn with copies of any written proposals for any Alternative Proposals proposed by the Debtors or received by the Debtors within

seventy-two (72) hours following the delivery or receipt, as applicable, by the Debtors or following the delivery of any responses by the Debtors), which materials shall be provided on a "professional eyes only" basis unless otherwise agreed by the Debtors, and (B) provide to counsel to the Ad Hoc First Lien Group draft copies of all Definitive Documents and all other pleadings, motions, declarations, supporting exhibits and proposed orders and any other document that the Debtors intend to file with the Bankruptcy Court or in an Other Ancillary Process, in each case to the extent (x) material or related to relief material to the Debtors' business or assets, or (y) concerning (1) any Consenting First Lien Creditor or its rights or recoveries (or any financial or other analysis in respect hereof) in respect of its Claims against the Debtors or under the Credit Documents or the First Lien Notes Documents, (2) the ability of any Debtor to implement and consummate the Restructuring, or (3) the rights or obligations of any of the Parties under this Agreement, in any case, as soon as reasonably practicable, but at least two (2) calendar days prior to the date when the Debtors intend to file or execute such documents and, if requested by Gibson Dunn, consult in good faith with such counsel regarding the form and substance of such documents; and

(xvi) notify Gibson Dunn of any decision by the board of directors or other governing body of any Debtor to exercise the Debtors' rights under Section 7(b)(iii) to pursue an Alternative Proposal (a "***Fiduciary Out***") within forty-eight (48) hours of such decision.

(b) Negative Covenants of the Debtors. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, the Debtors (except with the prior written consent of the Required Consenting First Lien Creditors or Gibson Dunn) shall not, directly or indirectly:

(i) take any actions that are materially inconsistent with this Agreement, or is intended to, or that would reasonably be expected to prevent, interfere with, or impede the Sale Transaction, any Definitive Document, or the implementation of the Restructuring; *provided* that the Debtors' ability to conduct the Sale Process and to consider or advance Alternative Proposals in a manner consistent with Section 4(a)(xvi) shall not be impaired by this covenant;

(ii) file or support another party in filing with the Bankruptcy Court or any other court (A) a motion, application, pleading, or proceeding challenging the amount, validity, enforceability, extent, perfection, or priority of, or seeking avoidance or subordination of, any Claim held by any Consenting First Lien Creditor against the Debtor or any liens or security interests securing such Claim, or (B) a motion, application, pleading or proceeding asserting (or seeking standing to assert) any purported Claims or causes of action against any of the Consenting First Lien Creditors, or take or support any corporate action for the purpose of authorizing any of the foregoing;

(iii) omit to take any material action required by, this Agreement or the Restructuring;

(iv) take, nor encourage any other person to take, any action which would reasonably be expected to breach or be inconsistent with this Agreement in any

material respect or materially impede or take any other negative action, directly or indirectly, to materially interfere with the Sale Transaction, any Definitive Document or the Restructuring; *provided* that the Debtors' ability to conduct the Sale Process and to consider or advance Alternative Proposals in a manner consistent with Section 4(a)(xvi) shall not be impaired by this covenant;

(v) redeem or make or declare any dividends, distributions, or other payments on accounts of their Interests, or otherwise make any transfers or payments on accounts of their Interests, except as otherwise approved in an order of the Bankruptcy Court;

(vi) amend any of their corporate organizational documents in a manner that is inconsistent with this Agreement or any Definitive Document;

(vii) except as agreed by the Required Consenting First Lien Creditors, file any pleading, motion, declaration, supporting exhibit or Definitive Document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement, the Sale Process, or any Definitive Documents, or that could reasonably be expected to frustrate or materially impede the implementation and consummation of the Restructuring, is inconsistent with the Restructuring Term Sheet, the Bidding Procedures, the Cash Collateral Order, or the PSA in any material respect;

(viii) without the prior written consent of the Required Consenting First Lien Creditors (such consent not to be unreasonably withheld) and except as provided in the PSA, the Sale Process, the Bidding Procedures or the Restructuring Term Sheet, engage in any merger, consolidation, material disposition, material acquisition, investment, dividend, incurrence of indebtedness for borrowed money outside of the ordinary course of business other than (A) the transactions contemplated herein or (B) any transaction with any Debtor or direct or indirect subsidiary of the Debtors, so long as such transaction is consistent with the PSA or this Agreement and does not otherwise impede or frustrate, or require the Purchaser to pay more than a *de minimis* amount of additional cash consideration in connection with, the Sale Transaction;

(ix) without the prior written consent of the Required Consenting First Lien Creditors (such consent not to be unreasonably withheld) enter into, terminate, or otherwise modify any material operational contracts, leases, or other arrangements other than in the ordinary course of business; and

(x) without the prior written consent of the Required Consenting First Lien Creditors (such consent not to be unreasonably withheld) enter into any proposed settlement of any Claim, litigation, dispute, controversy, cause of action, proceeding, appeal, determination or investigation that (A) will materially impair the Debtors' ability to consummate the Restructuring or (B) that results in the allowance of (1) an Opioid Claim or Claim of holders of Opioid Claims or (2) other than with respect to trade creditors in the ordinary course of business, an administrative expense Claim against any of the Debtors in excess of $5,000,000 individually or $20,000,000 in the aggregate, *provided* that the

Debtors may settle any claim for an amount in excess of the consent thresholds set forth herein in accordance with the Wind-Down Budget without such consent of the Required Consenting First Lien Creditors if (x) such settled claim is not payable prior to the Closing Date, and (y) to the extent such claim is otherwise contemplated to be payable from the Wind-Down Budget, the Debtors provide to Gibson Dunn written notice of their election to reduce the Wind-Down Budget by the amount payable pursuant to such settlement, in which case the Wind-Down Budget shall be reduced, upon payment of such settlement, in an amount equal to such settlement payment.

(c) Additional Provisions Regarding the Commitments of the Debtors. Notwithstanding anything to the contrary herein, nothing in this Agreement shall:

(i) affect the ability of any Debtor to consult with any party in interest in the Chapter 11 Cases (including any official committee or the United States Trustee);

(ii) prevent any Debtor from enforcing any right, remedy, condition, consent, or approval requirement under this Agreement or any other Definitive Document (to the extent it has rights thereunder), or from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, such documents;

(iii) (a) prevent any Debtor from taking any action that is required by applicable Law or (b) require any Debtor to take any action that is prohibited by applicable Law or to waive or forego the benefit of any applicable legal privilege; *provided* that, if any Debtor proposes to take any action that is inconsistent with this Agreement in order to comply with applicable Law, such Debtor shall provide at least five (5) Business Days' advance notice to Gibson Dunn to the extent the provision of such notice is legally permissible; and

(iv) require any Foreign Debtor or any director or officer of a Foreign Debtor to take any action which in the reasonable opinion of the directors of that Foreign Debtor, or that director or officer, having taken legal advice, is not compliant with applicable local law, including fiduciary duties.

5. REPRESENTATIONS AND WARRANTIES.

(a) Each Party, severally and not jointly, represents and warrants to each other Party that the following statements are true, correct and complete as of the date hereof (as of the date that such Party first becomes a Party):

(i) such Party is validly existing and, to the extent applicable, in good standing (or a normal status or its equivalent, to the extent applicable in the jurisdiction of incorporation of any Foreign Debtor) under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations hereunder. The execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership, or other

similar action on its part (other than, in the case of the Debtors, any required approvals or authorizations of the Bankruptcy Court);

(ii) the execution, delivery, or performance by such Party of this Agreement does not and will not (A) violate any material provision of law, rule, or regulation applicable to it or its charter, constitution or bylaws (or other similar governing documents), or (B) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party (provided, however, that with respect to the Debtors, it is understood that commencing the Chapter 11 Cases may result in a breach of or constitute a default under such obligations); and

(iii) this Agreement is (subject to Legal Reservations) the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, examinership, receivership, liquidation, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability, including the filing of the Chapter 11 Cases or the initiation of court proceedings in respect of the Canadian Process or any Other Ancillary Process.

(b) The Debtors represent and warrant to the Consenting First Lien Creditors that as of the date hereof:

(i) other than by the Bankruptcy Court, the execution and delivery by the Debtors of this Agreement does not and will not require any material registration or filing with, consent or approval of, or notice to, or other action, with or by, any federal, state, or governmental authority or regulatory body;

(ii) they have not entered into any material agreement, arrangement, or undertaking (including with any individual creditor, equity holder, stakeholder, or third party) that is materially inconsistent with the terms of this Agreement or constitutes an Alternative Proposal, in each case, that has not been disclosed to Gibson Dunn; and

(iii) to the best of their knowledge, no order has been made, petition presented, or resolution passed for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, examiner, or other similar officer in respect of them or any of their respective assets, and no analogous procedure has been commenced in any jurisdiction.

(c) Each Consenting First Lien Creditor severally (and not jointly) represents and warrants to the Debtors that as of the date hereof (or as of the date such Consenting First Lien Creditor becomes a party hereto):

(i) such Consenting First Lien Creditor (A) is or, after taking into account the settlement of any pending assignments or trades of Loans (pursuant to the Credit Documents), First Lien Notes, Second Lien Notes, and/or Unsecured Notes to which such Consenting First Lien Creditor is a party as of the date of this Agreement, will be the beneficial owner of (or investment manager, advisor, or subadvisor to one or more

beneficial owners of) the aggregate outstanding principal amount of Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes set forth below its name on the signature page hereto (or below its name on the signature page of a Joinder Agreement for any Consenting First Lien Creditor that becomes a party hereto after the date hereof), as the case may be, or (B) has or, after taking into account the settlement of any pending assignments or trades of Loans (pursuant to the Credit Documents), First Lien Notes, Second Lien Notes, and/or Unsecured Notes to which such Consenting First Lien Creditor is a party as of the date of this Agreement, will have with respect to the beneficial owner(s) of such Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes (as may be set forth on a schedule to such Consenting First Lien Creditor's signature page hereto), (x) sole investment or voting discretion (including any such discretion delegated to its investment advisor) with respect to such Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes, (y) full power and authority to vote on and consent to matters concerning such Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes, and to exchange, assign, and transfer such Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes, and (z) full power and authority to bind or act on the behalf of, such beneficial owner(s);

(ii) other than pursuant to this Agreement, such Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes are free and clear of any pledge, lien, security interest, charge, claim, option, proxy, voting restriction, right of first refusal, or other limitation on disposition or encumbrance of any kind, that would prevent in any way such Consenting First Lien Creditor's performance of its obligations contained in this Agreement at the time such obligations are required to be performed; *provided* that notwithstanding anything to the contrary herein, the Consenting First Lien Creditors that are entering into this Agreement by an undersigned investment manager and/or investment advisor shall not be deemed to have breached this Agreement as a result of any swap, borrowing, hypothecation or re-hypothecation of the First Lien Notes, Second Lien Notes, or Unsecured Notes (each, a "***Lending Arrangement***"); *provided, further,* that each of the undersigned investment managers and/or investment advisors shall use commercially best efforts to ensure the Consenting First Lien Creditors holding First Lien Notes, Second Lien Notes, or Unsecured Notes subject to a Lending Arrangement comply with the terms of this Agreement and shall promptly notify the Debtors in the event that they become aware that such Consenting First Lien Creditor has not complied with the terms of this Agreement;

(iii) such Consenting First Lien Creditor is not the beneficial owner of (or investment manager, advisor, or subadvisor to one or more beneficial owners of) any other Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes that are not set forth on its signature page hereto (or on the signature page of a Joinder Agreement for any Consenting First Lien Creditor that becomes a party hereto after the date hereof);

(iv) to the best of its knowledge, such Consenting First Lien Creditor does not hold any interest in any litigation claim (including an Opioid Claim) asserted against any Debtor (including any right to receive proceeds in connection with the prosecution of such litigation claim, whether by way of litigation financing or otherwise);

(v) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements relating to the Debtors or any Claims against the Debtors that have not been disclosed to Skadden;

(vi) (x) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3), or (7) under the Securities Act), or (C) for a holder located outside of the U.S. (within the meaning of Regulation S under the Securities Act), a non-U.S. person under Regulation S under the Securities Act, and (y) any securities of the Debtors acquired by the Consenting First Lien Creditor in connection with the Restructuring will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act; and

(vii) it has (A) sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement and the Restructuring and (B) it has made its own analysis and decision to enter into this Agreement.

6. DEFINITIVE DOCUMENTS; GOOD FAITH COOPERATION; FURTHER ASSURANCES.

(a) Subject to the terms and conditions hereof, during the Restructuring Support Period, each Party, severally and not jointly, hereby covenants and agrees to cooperate with each other in good faith in connection with, and shall exercise commercially reasonable efforts with respect to the pursuit, approval, negotiation, execution, delivery, implementation and consummation of the Restructuring, as well as the negotiation, drafting, execution, and delivery of the Definitive Documents and such Definitive Documents shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent in all material respects with the terms of this Agreement and be in form and substance reasonably acceptable to the Debtors and the Required Consenting First Lien Creditors (except as set forth in definition of Definitive Documents with respect to those documents that shall be acceptable to the Required Consenting First Lien Creditors and the Debtors).

(b) Subject to the terms and conditions hereof, during the Restructuring Support Period, each of the Parties shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings, and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement; *provided* that no Party shall be required to take any action (or refrain from taking any action, as the case may be) that is not compliant with applicable local law or fiduciary duties.

7. TERMINATION OF AGREEMENT.

This Agreement shall automatically terminate after delivery of written notice (i) to the Debtors (in accordance with Section 23) from the Required Consenting First Lien Creditors at any time after and during the continuance of any Consenting First Lien Creditor Termination Event or (ii) from Parent to the Consenting First Lien Creditors or Gibson Dunn (in accordance with Section 23) at any time after the occurrence and during the continuance of any Debtor Termination

Event. Notwithstanding any provision to the contrary in this Section 7, no Party may exercise any of its respective termination rights as set forth herein if such Party has failed to perform or comply in all material respects with the terms and conditions of this Agreement (unless such failure to perform or comply arises as a result of another Party's actions or inactions in breach of this Agreement), if such failure to perform causes, or results in, the occurrence of a Consenting First Lien Creditor Termination Event or Debtor Termination Event, as applicable. This Agreement shall terminate automatically on the Closing Date without any further required action or notice.

Notwithstanding the foregoing, any of the dates set forth in this Section 7 may be extended by written agreement among the Debtors and the Required Consenting First Lien Creditors.

(a) A "***Consenting First Lien Creditor Termination Event***" shall mean the occurrence of any of the following:

(i) The breach, in any material respect, by any Debtor of any of the undertakings or covenants of the Debtors set forth herein that, if capable of being cured, remains uncured for a period of seven (7) Business Days after the receipt of written notice from the Required Consenting First Lien Creditors to the Debtors detailing such breach pursuant to this Section 7 and in accordance with Section 23 (as applicable).

(ii) Any representation or warranty in this Agreement made by any Debtor shall have been untrue in any material respect when made, and such breach remains uncured (to the extent curable) for a period of seven (7) Business Days after the receipt of written notice from the Required Consenting First Lien Creditors to the Debtors detailing such breach pursuant to this Section 7 and in accordance with Section 23 (as applicable).

(iii) Entry of an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of the Debtors that would have a Material Adverse Effect on (x) the Debtors' ability to operate its businesses in the ordinary course or (y) the ability of either party to the PSA to consummate the Sale Transaction.

(iv) Any Debtor files any motion, pleading, petition, or related document with the Bankruptcy Court or any other court of competent jurisdiction (including the Irish Court) that is materially inconsistent with this Agreement, the Restructuring Term Sheet, the Bidding Procedures, the Sale Process, the Cash Collateral Order, or the other Definitive Documents (or any amendment, modification or supplement to any of the foregoing, as applicable) and such motion, pleading, petition, or related document has not been withdrawn or amended to cure such inconsistency within seven (7) Business Days after the Debtors receive written notice from the Required Consenting First Lien Creditors (in accordance with Section 23) that such motion, petition, or pleading is materially inconsistent with this Agreement.

(v) Any Definitive Document (or any amendment, modification or supplement thereto) filed by a Debtor or any related order entered by the Bankruptcy Court, in the Chapter 11 Cases, is inconsistent with the terms and conditions set forth in this

Agreement or is otherwise not in accordance with this Agreement, in each case to the extent material, or, which remains uncured for seven (7) Business Days after the receipt by the Debtors of written notice from the Required Consenting First Lien Creditors pursuant to Section 23.

(vi) If (A) the Cash Collateral Order, the Bidding Procedures Order or the Sale Order is reversed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Required Consenting First Lien Creditors (with such consent not to be unreasonably withheld), or (B) a motion for reconsideration, reargument, or rehearing with respect to any such order has been filed and the Debtors have failed to object timely to such motion.

(vii) Except as permitted or the subject of a reservation of rights in this Agreement or in the Definitive Documents, any Debtor files or supports another party in filing (A) a motion, application, pleading, or proceeding challenging the amount, validity, enforceability, extent, perfection, or priority of, or seeking avoidance or subordination of, any Claims held by any Consenting First Lien Creditor against the Debtor or any liens or security interests securing such Claim, (B) any plan of reorganization, liquidation, dissolution, administration, moratorium, receivership, winding up, bankruptcy, or sale of all or substantially all of any Debtor's assets other than as contemplated by the Sale Process, the PSA and this Agreement, (C) a motion, application, pleading or proceeding asserting (or seeking standing to assert) any purported Claims or causes of action against any of the Consenting First Lien Creditors, or (D) takes any corporate action for the purpose of authorizing any of the foregoing, which event remains uncured for a period of ten (10) Business Days following the Debtors' (as applicable) receipt of notice from counsel to the Required Consenting First Lien Creditors pursuant to Section 23.

(viii) The Bankruptcy Court enters an order granting relief against any Consenting First Lien Creditor (or the First Lien Collateral Trustee, Administrative Agent, or First Lien Notes Indenture Trustee, each in its representative capacity on behalf of holders of Prepetition First Lien Indebtedness) with respect to (A) a motion, application, pleading, or proceeding challenging the amount, validity, enforceability, extent, perfection, or priority of, or seeking avoidance or subordination of, any Claims held by any Consenting First Lien Creditor against any Debtor or any liens or security interests securing such Claims or (B) a motion, application, pleading or proceeding asserting any purported Claims or causes of action against any of the Consenting First Lien Creditors (or the First Lien Collateral Trustee, Administrative Agent, or First Lien Notes Indenture Trustee, each in its representative capacity on behalf of the applicable holders of First Lien Indebtedness), in each case, which would (x) impede the Sale Transaction, (ii) require the Purchaser to expend more than a *de minimis* amount of cash in connection therewith as compared to its obligations under the Restructuring Term Sheet or the PSA (as applicable), or (iii) render the obligations of the Purchaser under the PSA incapable of performance.

(ix) Without the prior consent of the Required Consenting First Lien Creditors (not to be unreasonably withheld) or otherwise as consistent with this Agreement, the Debtors (A) voluntarily commence any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other

relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, (B) consent to the institution of, or fail to contest in a timely and appropriate manner, any involuntary proceeding or petition described below, (C) file an answer admitting the material allegations of a petition filed against it in any proceeding, (D) apply for or consent to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official, trustee or an examiner pursuant to section 1104 of the Bankruptcy Code in any of the Chapter 11 Cases, (E) make a general assignment or arrangement for the benefit of creditors or (F) take any corporate action for the purpose of authorizing any of the foregoing.

(x) The Debtors shall have failed to achieve any of the following milestones (each, a "***Milestone***" and, collectively, the "***Milestones***"), as applicable, unless otherwise expressly and mutually agreed in writing (including by email) by the Required Consenting First Lien Creditors (or Gibson Dunn) unless such failure is the result of a breach of this Agreement by the Required Consenting First Lien Creditors:

(A) not later than 11:59 p.m. prevailing Eastern Time on August 17, 2022, the Debtors shall commence the filing of the Chapter 11 Cases;

(B) not later than 11:59 p.m. prevailing Eastern Time on the date that is five (5) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Cash Collateral Order on an interim basis;

(C) not later than 11:59 p.m. prevailing Eastern Time on the date that is forty-five (45) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Cash Collateral Order on a final basis;

(D) not later than 11:59 p.m. prevailing Eastern Time on the date that is one-hundred (100) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order;

(E) not later than 11:59 p.m. prevailing Eastern Time on the date that is two-hundred forty-five (245) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order; and

(F) not later than 11:59 p.m. prevailing Eastern Time on the date that is three-hundred five (305) calendar days after the Petition Date (the "***Outside Date***"), the Closing Date shall have occurred; *provided* that: (x) to the extent that a milestone in subsections (B), (C), (D) or (E) above are extended in accordance with the terms of this Agreement or

by an Order of the Bankruptcy Court, or otherwise take longer to satisfy then is set forth in the applicable Milestone and the Consenting First Lien Creditors do not terminate this Agreement on account thereof, then the Outside Date shall in each instance automatically be extended by an equivalent number of days; (y) to the extent that the Purchaser is not the prevailing bidder at an auction, but the purchase agreement with respect to the prevailing bidder is terminated and the Debtors either seek to close the Sale Transaction with the Purchaser as a backup bidder or an alternative Sale with another backup bidder, the Outside Date shall be automatically extended to the date that is one-hundred eighty (180) calendar days from the date that the purchase agreement with the prevailing bidder is terminated; and (z) to the extent the Closing Date is not achieved by the Outside Date (after giving effect to any extensions) solely due to any regulatory or third-party approval or consent remaining outstanding, the Outside Date shall be extended by one-hundred twenty (120) additional calendar days;

provided that any failure to achieve a Milestone shall be deemed cured upon the achievement of such Milestone.

(xi) The occurrence of a Material Adverse Effect;

(xii) The occurrence of an Other Termination Event.

(xiii) The occurrence of a "Termination Event" under, and as defined in, the Cash Collateral Order (in the form attached to the Restructuring Term Sheet).

(xiv) The waiver, modification, amendment, or supplement to this Agreement in a manner that has a disproportionate adverse effect on the Prepetition First Lien Indebtedness held by, or rights or economic recoveries of, a Consenting First Lien Creditor or its treatment relative to the rights, economic recoveries or treatment of all other Consenting First Lien Creditors hereunder or as set forth in the Restructuring Term Sheet; *provided* that, notwithstanding anything else to the contrary herein, only such adversely affected Consenting First Lien Creditor shall have the right to terminate this Agreement on the basis of this Consenting First Lien Creditor Termination Event and such termination shall terminate this Agreement only with respect to such Consenting First Lien Creditor and this Agreement shall remain in effect as to other Consenting First Lien Creditors.

(xv) The (1)(i) entry by any Debtor into any settlement or other agreement or (ii) motion, proceeding, or other action that is commenced, supported, or encouraged by any Debtor seeking, or otherwise consenting to any settlement of, or other agreement, in each case, with respect to any claims, clauses of action, or other rights related to, or in connection with, (x) any Opioid Claims or holders of Opioid Claims or (y) other than with respect to trade creditors in the ordinary course of business, any administrative

expense Claim in excess of $5,000,000 individually or $20,000,000 in the aggregate or (2) the entry of an order of the Bankruptcy Court allowing any of the claims described in the immediately preceding clauses (x) and (y), in each case of clauses (1) and (2), without the consent of the Required Consenting First Lien Creditors not to be unreasonably withheld, *provided* that it shall not constitute a Consenting First Lien Creditor Termination Event if the Debtors settle any claim for an amount in excess of the consent thresholds set forth herein in accordance with the Wind-Down Budget without such consent of the Required Consenting First Lien Creditors if (x) such settled claim is not payable prior to the Closing Date, and (y) to the extent such claim is otherwise contemplated to be payable from the Wind-Down Budget, the Debtors provide to Gibson Dunn written notice of their election to reduce the Wind-Down Budget by the amount payable pursuant to such settlement, in which case the Wind-Down Budget shall be reduced, upon payment of such settlement, in an amount equal to such settlement payment.

(xvi) Except as a result of any terms or conditions imposed by the Bankruptcy Court, the failure of the Debtors to pay all accrued and unpaid fees and out-of-pocket expenses in accordance with Section 27 and such fees and expenses remain outstanding following a period of five (5) Business Days after receipt by a Debtor of written notice from a Consenting First Lien Creditor or Gibson Dunn detailing such failure.

(xvii) The Debtors enter into any commitment or agreement to receive or obtain, or the Bankruptcy Court enters any order approving, debtor in possession financing, cash collateral usage, exit financing and/or other financing arrangements, other than as expressly contemplated in the Cash Collateral Order or the Debtors incur any liens, security interests or Claims that are made senior to, or pari passu with, the liens, security interests and Claims granted with respect to the Prepetition First Lien Indebtedness, other than any liens and security interests incurred in ordinary course of business and that (A) would not require the approval of the Bankruptcy Court to be effective and (B) would not constitute a Termination Event under the Cash Collateral Order.

(xviii) The Debtors (i) publicly announce their intention not to support the Sale Transaction or the Restructuring, (ii) provide notice to Gibson Dunn of the exercise of their Fiduciary Out, or (iii) publicly announce, or execute a definitive written agreement with respect to, an Alternative Proposal.

(xix) The Required Consenting First Lien Creditors reasonably determine that they are unable to direct the First Lien Collateral Trustee to implement the credit bid without granting any indemnity (other than an indemnity by the Purchaser) or incurring any material unreimbursed out-of-pocket costs or material liabilities similar to an indemnity (or any unreimbursed out-of-pocket costs or liabilities similar to an indemnity prohibited by a sufficient number of Consenting First Lien Creditors' organizational or constitutional documents to prevent issuance of a direction) that are not acceptable to the Required Consenting First Lien Creditors; *provided* that this Required Consenting First Lien Creditor Termination Event may only be exercised until the date on which the Bidding Procedures Order has been entered by the Bankruptcy Court.

(b) A "***Debtor Termination Event***" shall mean the occurrence of any of the following:

(i) The breach, in any material respect, by one or more of the Consenting First Lien Creditors of any of the undertakings or covenants of the Consenting First Lien Creditors set forth herein which, if capable of being cured, remains uncured for a period of seven (7) Business Days after the receipt of written notice of such breach pursuant to this Section 7 and in accordance with Section 23 (as applicable) and, as a result, as of the date that is five (5) Business Days after the Consenting First Lien Creditors' receipt of the aforementioned written notice from the Debtors, the non-breaching Consenting First Lien Creditors hold 50% or less of the aggregate principal amount of the Prepetition First Lien Indebtedness then outstanding; *provided that* the Debtors may, at their option, terminate this Agreement solely as to any Consenting First Lien Creditor that breaches, in any material respect, any of the undertakings or covenants set forth herein (to the extent breach remains uncured for a period of five (5) Business Days after the receipt of written notice of such breach pursuant to this Section 7 and in accordance with Section 23 (as applicable)), whether or not such breach would entitle the Debtors to terminate this Agreement with respect to all Consenting First Lien Creditors.

(ii) Any representation or warranty in this Agreement made by any Consenting First Lien Creditors shall have been untrue in any material respect when made, and such breach remains uncured (to the extent curable) for a period of seven (7) Business Days after the receipt of written notice from the Debtors to the Required Consenting First Lien Creditors detailing such breach pursuant to this Section 7 and in accordance with Section 23 (as applicable) and, as a result, as of the date that is ten (10) Business Days after the Consenting First Lien Creditors' receipt of the aforementioned written notice from the Debtors, the non-breaching Consenting First Lien Creditors hold 50% or less of the aggregate principal amount of the Prepetition First Lien Indebtedness then outstanding; *provided that* the Debtors may, at their option, terminate this Agreement solely as to any Consenting First Lien Creditor that breaches, in any material respect, any of the representations or warranties set forth herein (to the extent breach remains uncured for a period of five (5) Business Days after the receipt of written notice of such breach pursuant to this Section 7 and in accordance with Section 23 (as applicable)), whether or not such breach would entitle the Debtors to terminate this Agreement with respect to all Consenting First Lien Creditors.

(iii) The board of directors or other governing body of any Debtor determines in good faith after consultation with counsel that continued performance under this Agreement, the PSA, or the Definitive Documents (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law.

(iv) The Cash Collateral Order, the Bidding Procedures Order or the Sale Order is reversed, stayed, dismissed, vacated, reconsidered or is modified or amended after entry in a manner that is not reasonably acceptable to the Debtors.

(v) The occurrence of the Outside Date if the Closing Date has not occurred; *provided* that either (i) the Sale Order has not yet been entered by the Bankruptcy Court, (ii) the Sale Order has been entered by the Bankruptcy Court and the Purchaser was designated as the Successful Bidder or Back-Up Bidder (each such term as defined in the Bidding Procedures), or (iii) the Sale Order has been entered by the Bankruptcy Court and the Debtors have used commercially reasonable efforts to engage in a Sale Transaction with the Purchaser in connection with termination of the applicable purchase agreement with the Successful Bidder and the Back-Up Bidder.

(vi) The occurrence of an Other Termination Event.

(vii) From and after the date that is five (5) Business Days prior to the hearing to approve the Bidding Procedures Order (the "***Bidding Procedures Hearing***"), the failure of the Required Consenting First Lien Creditors to reach agreement with the First Lien Collateral Trustee (or, if applicable, the Administrative Agent, the First Lien Indenture Trustees) on a form of Direction Letter or to deliver any necessary consent with respect to the Sale Transaction; *provided* that upon the Debtors' delivery of written notice of their intent to exercise this termination right, (A) if the Bidding Procedures Hearing has not yet occurred, at Gibson Dunn's request the Debtors shall adjourn the Bidding Procedures Hearing to a date that is at least fifteen (15) Business Days after the original scheduled date for the Bidding Procedures Hearing, during which fifteen (15) Business Day period the Required Consenting First Lien Creditors may cure this termination right; *provided, further,* that in the event the Bidding Procedures Hearing is adjourned to a later date as a result of the immediately preceding proviso, each of the Milestones shall be automatically extended by a number of days equal to the number of days between such original scheduled date for the Bidding Procedures Hearing and the adjourned date of the Bidding Procedures Hearing (inclusive of such adjourned date); and (B) if the Bidding Procedures Hearing has not occurred, the Required Consenting First Lien Creditors may cure this termination right during the fifteen (15) Business Day period after the delivery of such notice.

(viii) The Consenting First Lien Creditors hold 50% or less of the aggregate principal amount of the Prepetition First Lien Indebtedness then outstanding; *provided* that the Consenting First Lien Creditors shall have ten (10) Business Days from the date of the delivery by the Debtors of notice of this Termination Event pursuant to Section 23 to cure this Termination Event.

(c) Other Termination Events. An "***Other Termination Event***" shall mean the occurrence of any of the following:

(i) Any Governmental Authority, including any regulatory authority or court of competent jurisdiction, issues any ruling, judgment, or order enjoining the consummation of, or rendering illegal, a material portion of the Restructuring (including the Sale), which ruling, judgment, or order has not been not stayed, reversed, or vacated within fifteen (15) Business Days after such issuance.

(ii) At 11:59 p.m. on the date that an order is entered by the Bankruptcy Court or a court of competent jurisdiction either: (A) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (B) involuntarily dismissing any of the Chapter 11 Cases, (C) appointing of a trustee, liquidator or analogous officeholder or examiner with expanded powers (as such term is used in the Bankruptcy Code) in one or more of the Chapter 11 Cases, (D) winding up any Debtor and/or appointing a provisional or official liquidator to any Debtor pursuant to the Irish Companies Act, (E) appointing an examiner (including an interim examiner) to any Debtor pursuant to the Irish Companies Act, (F) enforcing any right to (1) appoint one or more receivers and/or receivers and managers over any of the shares and/or assets of any Debtor or (2) enforce security over any of the shares or assets of any Debtor, or (G) any other order that is analogous to any of the foregoing under the laws of any jurisdiction, the effect of which would render the Sale Transaction incapable of consummation on the material terms set forth in this Agreement; *provided* that no right to terminate will arise if such order is entered or any of steps (A) through (G) (subject to Bankruptcy Court approval) is taken for the purpose of completing the Sale Transaction; and *provided further* that if such termination is the result of any act or omission on the part of a Party or any representative thereof in violation of its obligations under this Agreement, then this Other Termination Event shall not be available to such Party as a basis for termination of this Agreement.

(iii) The PSA is not entered into by the date that is the later of (A) forty-five (45) calendar days after the Petition Date and (B) seven (7) calendar days before the deadline for the filing of objections (as extended, if applicable) to the Bidding Procedures Motion; *provided* that entry into the PSA shall be deemed a waiver of this Other Termination Event.

(iv) The PSA is terminated pursuant to the terms set forth therein other than with respect to the Debtors' acceptance of a higher or better bid pursuant to the Bidding Procedures; *provided* that if such termination is the result of any act, omission or delay on the part of a Party or any representative thereof in violation of its obligations under this Agreement, then this Other Termination Event shall not be available to such Party as a basis for termination of this Agreement.

(d) Mutual Termination; Automatic Termination.

(i) This Agreement may be terminated as to all Parties by the mutual, written agreement of the Debtors and the Required Consenting First Lien Creditors.

(ii) This Agreement shall automatically terminate (i) as to any Consenting First Lien Creditor, upon its transfer of all (but not less than all) of its Claims in accordance with Section 8 (*provided* that this Agreement shall terminate only with respect to such Consenting First Lien Creditor on the date of such transfer and shall remain in effect as to other Consenting First Lien Creditors) or (ii) on the Closing Date.

(e) Effect of Termination. Subject to the provisions contained in Section 14, upon the termination of this Agreement in accordance with this Section 7, this Agreement shall become void and of no further force or effect and each Party shall, except as otherwise provided

in this Agreement, be immediately released from its respective liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement, shall have no further rights, benefits, or privileges hereunder, and shall have all the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement and no such rights or remedies shall be deemed waived pursuant to a claim of laches or estoppel by virtue of such Party's compliance with the terms of this Agreement in respect of such rights or remedies during the Restructuring Support Period; provided in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder before such termination or any obligations under this Agreement which by their terms expressly survive termination.

(f) Automatic Stay. The Debtors acknowledge that the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code; provided that nothing herein shall prejudice any Party's rights to argue that the giving of notice of termination was not proper under the terms of this Agreement.

8. TRANSFER OF CLAIMS.

(a) Each Consenting First Lien Creditor agrees that, during the Restructuring Support Period, it shall not sell, transfer, loan, issue, pledge, hypothecate,[1] assign, or otherwise dispose of (each, a "***Transfer***", *provided* that any pledge, lien, security interest, or other encumbrance in favor of a bank or broker dealer at which a Consenting First Lien Creditor maintains an account, where such bank or broker dealer holds a security interest in or other encumbrances over property in the account generally shall not be deemed a "Transfer" for any purposes hereunder) any of its Claims or any option thereon or any right or interest therein or any other Claims against or interests in the Debtors at any time acquired or managed by such Consenting First Lien Creditor (collectively, the "***Subject Claims***") (including, other than as set forth herein, grant any proxies, deposit any Subject Claims into a voting trust or enter into a voting agreement with respect to any such Subject Claims), unless the transferee thereof either (i) is a Consenting First Lien Creditor, in which case within five (5) Business Days of such Transfer the transferee shall provide written notice of such Transfer to Skadden (or to Gibson Dunn to give such notice to Skadden), which notice shall disclose the principal amount of Subject Claims transferred and identity of the Consenting First Lien Creditor who has transferred the Subject Claims to the transferee, or (ii) before such Transfer, agrees in writing for the benefit of the Parties to become a Consenting First Lien Creditor and to be bound by all of the terms of this Agreement applicable to the Consenting First Lien Creditors (including with respect to any and all Subject Claims it already may hold against or in the Debtors before such Transfer) by executing a joinder agreement substantially in the form attached hereto as **Exhibit B** (a "***Joinder Agreement***"), and delivering an executed copy thereof within five (5) Business Days following such execution, to (A) Skadden and (B) Gibson Dunn (provided that if such transferee fails to timely deliver such notice of Transfer, the transferor may provide such notice, and any notice so delivered shall be

[1] Provided that the prohibition with respect to pledges and hypothecations set forth in this Section 8(a) shall not apply with respect to any pledges or hypothecations that are granted as part of a collateralized loan obligation structure by any Consenting First Lien Creditor that is a collateralized loan obligation issuer or manager.

deemed effective for purposes of this Section 8(a)), in which event (1) the transferee shall be deemed to be a Consenting First Lien Creditor hereunder to the extent of such transferred rights and obligations and all other Claims it may own or control, and (2) the transferor shall be deemed to relinquish its rights (and be released from its obligations, except for any claim for breach of this Agreement that occurs prior to such Transfer and any remedies with respect to such claim) under this Agreement to the extent of such transferred rights and obligations. Each Consenting First Lien Creditor agrees that any Transfer of any Subject Claims that does not comply with the terms and procedures set forth herein shall be deemed void *ab initio*, and each other Party shall have the right to enforce the voiding of such Transfer, provided, however, for the avoidance of doubt, that upon any purchase, acquisition, or assumption by any Consenting First Lien Creditor of any Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes, such Claims shall automatically be deemed to be subject to all the terms of this Agreement.

(b) Notwithstanding anything to the contrary herein, a Consenting First Lien Creditor may Transfer its Claims to an entity that is acting in its capacity as a Qualified Marketmaker without the requirement that the Qualified Marketmaker become a Party; provided, however, that (i) the transferee of such Claims from the Qualified Marketmaker is or shall become a Consenting First Lien Creditor hereunder and comply in all respects with the terms of this Agreement (including executing and delivering a Joinder Agreement) and (ii) notwithstanding anything to the contrary in this Agreement, to the extent that a Consenting First Lien Creditor, acting in its capacity as a Qualified Marketmaker, acquires any Claims from a holder of such Claims that is not a Consenting First Lien Creditor, such Qualified Marketmaker may Transfer such Claims without the requirement that the transferee be or become a Consenting First Lien Creditor.

(c) Additional Subject Claims. Each Consenting First Lien Creditor agrees that if a Consenting First Lien Creditor acquires or owns additional Subject Claims (other than in its capacity as a Qualified Marketmaker), then without any further action such Subject Claims shall be subject to this Agreement (including the obligations of the Consenting First Lien Creditors under this Section 8).

(d) Forbearance. During the Restructuring Support Period, each Consenting First Lien Creditor agrees to forbear from the exercise of its rights (including any right of set-off) or remedies it may have under any of the Indentures, each other Notes Document, the Credit Agreement, each other Credit Document and any agreement contemplated thereby or executed in connection therewith, as applicable, and under applicable U.S. or non-U.S. law or otherwise, in each case, with respect to any breaches, defaults, events of defaults or potential defaults by the Debtors. Each Consenting First Lien Creditor specifically agrees that this Agreement constitutes a direction to the First Lien Notes Indenture Trustee, the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the Unsecured Notes Indenture Trustee and the Administrative Agent, as applicable, to refrain from exercising any remedy available or power conferred to such Persons against the Debtors or any of its assets except as necessary to effectuate the terms of this Agreement, the Restructuring and/or the Sale. Further, the Debtors and each Consenting First Lien Creditor holding Loans (thereby comprising Required Lenders) agrees that this Agreement constitutes a request and notice under Section 2.08(e) of the Credit Agreement that as of the Agreement Effective Date (i) no outstanding Borrowing may be converted or continued as a Eurocurrency Borrowing or a Borrowing of CDOR Loans and (ii) (A) each Eurocurrency

Borrowing shall be converted to an ABR Borrowing (and any such Eurocurrency Borrowing denominated in a Foreign Currency shall be redenominated in Dollars, based on the Dollar Amounts thereof, at the time of such conversion) at the end of the Interest Period applicable thereto and (B) each Borrowing of CDOR Loans shall be converted at the end of the Interest Period applicable thereto to a Canadian Prime Rate Borrowing (each capitalized term in this sentence not defined herein shall have the meaning therefor set forth in the Credit Agreement). For the avoidance of doubt, nothing in this paragraph (d) shall restrict or limit the Consenting First Lien Creditors, the First Lien Notes Indenture Trustee, the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the Unsecured Notes Indenture Trustee or the Administrative Agent, as applicable, from taking any action permitted or required to be taken hereunder for the purposes of the Restructuring.

(e) For the avoidance of doubt, nothing in this Agreement shall impose any obligation on the Debtors to issue any "cleansing" letter or otherwise publicly disclose information for the purpose of enabling a Consenting First Lien Creditor to Transfer any Subject Claims.

9. DISCLOSURE; PUBLICITY. To the extent reasonably practicable, the Debtors shall submit drafts to Gibson Dunn of any press releases regarding the Restructuring or the Sale at least one (1) Business Day prior to making any such disclosure; *provided* that, the Debtors shall not include the name of any Consenting First Lien Creditor in a press release or any other public filing without the express written consent (email being sufficient) of such Consenting First Lien Creditor or as required by applicable law, rule, or regulation. Except as required by applicable law, rule, or regulation and notwithstanding any provision of any other agreement between the Debtors and such Consenting First Lien Creditor to the contrary, no Party or its advisors shall disclose to any Person (including, for the avoidance of doubt, any other Consenting First Lien Creditor), other than advisors to the Debtors and the Ad Hoc First Lien Group, the principal amount or percentage of any Claims against the Debtors held by any Consenting First Lien Creditor without such Consenting First Lien Creditor's prior written consent; *provided* that (a) if such disclosure is required by law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Consenting First Lien Creditor a reasonable opportunity to review and comment before such disclosure and shall take commercially reasonable measures to limit such disclosure, (b) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate outstanding principal amount of Loans, First Lien Notes, Second Lien Notes, or Unsecured Notes held by all Consenting First Lien Creditors and (c) any Party may disclose information requested by a regulatory or self-regulatory authority with jurisdiction over its operations to such authority on a confidential basis without limitation or notice to any other Party. All signature pages executed by Consenting First Lien Creditors shall (a) to the extent delivered to other Consenting First Lien Creditors, be delivered in a redacted form that removes such Consenting First Lien Creditors' beneficially owned outstanding principal amount of Loans, First Lien Notes, Second Lien Notes, and Unsecured Notes, and (b) be delivered to the Debtors, Skadden, and the Debtors' other advisors in an unredacted form, but which shall be held confidentially by such recipients to the maximum extent permitted by applicable law, including the Bankruptcy Code, unless otherwise agreed by the applicable Consenting First Lien Creditor.

10. AMENDMENTS AND WAIVERS.

(a) Except as otherwise expressly set forth herein, this Agreement (including any exhibits or schedules hereto) may not be waived, modified, amended, or supplemented except in a writing signed by the Debtors and the Required Consenting First Lien Creditors (with an email from Skadden and Gibson Dunn being sufficient with respect to each such party).

(b) Notwithstanding Section 10(a):

(i) any waiver, modification, amendment, or supplement to Section 3(d)(vi), this Section 10 or the definitions of "Required Consenting First Lien Creditors" shall require the written consent of each Consenting First Lien Creditor and the Debtors; and

(ii) any waiver, modification, amendment, or supplement to this Agreement in a manner that has a material, disproportionate, and adverse effect on the Prepetition First Lien Indebtedness held by, or rights or economic recoveries of, a Consenting First Lien Creditor or its treatment relative to the rights or economic recoveries or treatment of all other Consenting First Lien Creditors hereunder or as set forth in the Restructuring Term Sheet shall require the prior written consent of such disproportionately and adversely affected Consenting First Lien Creditor to effectuate such modification, amendment, supplement, or waiver.

(c) Amendments to any Definitive Document that is in full force and effect shall be governed as set forth in such Definitive Document.

11. EFFECTIVENESS. This Agreement shall become effective and binding upon the occurrence of the Agreement Effective Date.

12. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

(a) This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York, without giving effect to the conflict of laws principles thereof. The Parties irrevocably agree that any legal action, suit, or proceeding (each, a "***Proceeding***") arising out of or relating to this Agreement brought by any Party or its successors or assigns shall be brought and determined exclusively in the Applicable Court, and the Parties hereby irrevocably and generally submit to the exclusive jurisdiction of the Applicable Court with respect to any Proceeding arising out of or relating to this Agreement or the Restructuring. The Parties agree not to commence any Proceeding relating hereto or thereto except in the Applicable Court. The Parties further agree that notice as provided in Section 23 shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. The Parties hereby irrevocably and unconditionally waive and agree not to assert that a Proceeding in the Applicable Court is brought in an inconvenient forum, the venue of such Proceeding is improper, or that the Bankruptcy Court lacks authority to enter a final order pursuant to Article III of the United States Constitution.

(B) THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

13. SPECIFIC PERFORMANCE/REMEDIES. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy of any such breach, without the necessity of proving the inadequacy of money damages as a remedy. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law, or in equity. The Parties hereby waive any requirement for the security or posting of any bond in connection with such remedies. Notwithstanding anything to the contrary in this Agreement, none of the Parties will be liable for, and none of the Parties shall claim or seek to recover on the basis of anything in this Agreement, any punitive, special, indirect or consequential damages or damages for lost profits, in each case against any other Party to this Agreement.

14. SURVIVAL. Notwithstanding the termination of this Agreement pursuant to Section 7, Sections 1, 12 – 30 shall survive such termination and shall continue in full force and effect in accordance with the terms hereof; provided that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination.

15. HEADINGS. The headings of the sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

16. NO WAIVER OF PARTICIPATION AND PRESERVATION OF RIGHTS. Nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses or any waiver of any rights such Party may have under any subordination or intercreditor agreement, and the Parties expressly reserve any and all of their respective rights, remedies, claims, and defenses, except as expressly provided herein and subject to the transactions contemplated hereby.

17. SUCCESSORS AND ASSIGNS; SEVERABILITY. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators, and representatives; provided that nothing contained in this Section 17 shall be deemed to permit Transfers of any Claims other than in accordance with the express terms of this Agreement. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

18. SEVERAL, NOT JOINT, OBLIGATIONS. The agreements, representations, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

19. ACCESSION. After the date hereof, additional holders of Loans and/or First Lien Notes (which holders may also hold Second Lien Notes, or Unsecured Notes) may become Consenting First Lien Creditors by executing a Joinder Agreement and delivering such Joinder Agreement in accordance with Section 23.

20. RELATIONSHIP AMONG PARTIES. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other Person shall be a third-party beneficiary hereof. It is understood and agreed that no Consenting First Lien Creditor has any fiduciary duty, duty of trust or confidence in any kind or form with any other Consenting First Lien Creditor, the Debtors, or any other stakeholder of the Debtors and, except as expressly provided in this Agreement or any Definitive Document, there are no commitments among or between them. No Party shall have any responsibility for the transfer, sale, purchase, or other disposition of securities by any other entity (other than any beneficial owner with respect to which it has investment or voting discretion over such security) by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among the Parties shall in any way affect or negate this understanding and agreement. The Parties have no agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any securities of the Debtors and do not constitute a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended.

21. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT. This Agreement, including the exhibits and schedules hereto (including the Restructuring Term Sheet), constitutes the entire agreement of the Parties, and supersedes all other prior negotiations regarding the subject matters hereof and thereof, except that the Parties acknowledge that any confidentiality agreements executed between the Debtors and each Consenting First Lien Creditor before the execution of this Agreement and all intercreditor agreements shall continue in full force and effect.

22. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement delivered by PDF shall be deemed to be an original for the purposes of this paragraph.

23. NOTICES. All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses or such other addresses of which notice is given pursuant hereto:

(a) if to the Debtors, to:

Endo International plc
1400 Atwater Drive
Malvern, PA 19355
Attn: Chief Legal Officer

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Paul Leake, Lisa Laukitis and Shana Elberg
E-mail: paul.leake@skadden.com, lisa.laukitis@skadden.com, shana.elberg@skadden.com

(b) if to a First Lien Creditor or a transferee thereof, to the addresses, facsimile numbers, or e-mail addresses set forth below such First Lien Creditor's signature hereto (or as directed by any transferee thereof), as the case may be, with a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP
200 Park Ave
New York, New York 10166
Attention: Scott Greenberg, Michael J. Cohen, and Joshua K. Brody
E-mail: SGreenberg@gibsondunn.com, MCohen@gibsondunn.com, JBrody@gibsondunn.com

Any notice given by mail, or courier shall be effective when received. Any notice given by facsimile or electronic mail shall be effective upon transmission.

24. NO SOLICITATION; REPRESENTATION BY COUNSEL.

(a) This Agreement is not and shall not be deemed to be a solicitation for consents to any chapter 11 plan. The votes of the holders of Claims against the Debtors will not be solicited unless and until such holders that are entitled to vote on a chapter 11 plan have received such plan, the disclosure statement approved by the Bankruptcy Court with respect thereto, related ballots, and other required solicitation materials.

(b) Each Consenting First Lien Creditor acknowledges that it, or its advisors, has had an opportunity to receive information from the Debtors and that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Consenting First Lien Creditor with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

25. NO ADMISSION. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence, and any other applicable Law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims and defenses which it has asserted or could assert.

26. MAKE-WHOLE RESERVATION OF RIGHTS. Neither this Agreement nor the Restructuring Term Sheet provide for the treatment of the Make-Whole Claims, and all Parties' rights related thereto are fully reserved. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that a Consenting First Lien Creditor may hold Loans, First Lien Notes, Second Lien Notes and/or Unsecured Notes and that the entry into this Agreement does not limit, waive, impair, or otherwise affect any Consenting First Lien Creditor's right to negotiate for and seek allowance of, or to object to and seek disallowance of, any Make-Whole Claims in the Chapter 11 Cases or in connection with the Restructuring or the Sale. Nothing contained herein or in the Cash Collateral Order limits, waives, impairs, or otherwise affects the Debtors' right to object to, or seek disallowance of, any Make-Whole Claims in the Chapter 11 Cases or in connection with the Restructuring or the Sale and any such actions taken in connection with defending or objecting to the Make-Whole Claims is not inconsistent with the Debtors' obligations under this Agreement. Any settlement and/or compromise of any Make-Whole Claim shall be acceptable to the Debtors and the Required Consenting First Lien Creditors, and any documents evidencing such settlement and/or compromise shall be in form and substance acceptable to the Debtors and the Required Consenting First Lien Creditors.

27. FEES AND EXPENSES. The Debtors shall reimburse all reasonable and documented fees and out-of-pocket expenses (including success or completion fees) (regardless of whether such fees and expenses were incurred before or after the Petition Date and, in each case, in accordance with any applicable engagement letter or fee reimbursement letter with the Debtors, which agreements shall not be terminated by the Debtors before the termination of this Agreement) of the following professionals and advisors within eight (8) Business Days of the delivery to the Debtors of any invoice in respect thereto: (a) Gibson Dunn, (b) Evercore, and (c) FTI; provided that to the extent that the Debtors terminate this Agreement under Section 7(b), the Debtors' reimbursement obligations under this Section 27 shall survive with respect to any and all such fees and expenses incurred on or prior to the Termination Date.

28. BUSINESS DAY CONVENTION. When a period of days under this agreement ends on a Saturday, Sunday, or any legal holiday as defined in Bankruptcy Rule 9006(a), then such period shall be extended to the specified hour of the next Business Day.

29. REPRESENTATION BY COUNSEL. The Parties agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

30. FIDUCIARY DUTIES.

(a) Notwithstanding anything to the contrary herein, nothing herein shall require the Debtors or their subsidiaries or affiliates or any of their respective directors, managers, officers or members, as applicable (each in such person's capacity as a director, manager, officer or member), to take any action, or to refrain from taking any action, to the extent that taking such action or refraining from taking such action would be inconsistent with, or cause such party to breach, such party's fiduciary obligations under applicable law. Notwithstanding anything to the contrary herein, except as required under applicable law, nothing in this Agreement shall create

any additional fiduciary obligations on the part of the Debtors or the Consenting First Lien Creditors, or any members, partners, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents or other representatives of the same or their respective affiliated entities, in such person's capacity as a member, partner, manager, managing member, officer, director, employee, advisor, principal, attorney, professional, accountant, investment banker, consultant, agent or other representative of such Party or its affiliated entities, that such entities did not have prior to the execution of this Agreement. Nothing in this Agreement shall (i) impair or waive the rights of the Debtors or the Consenting First Lien Creditors to assert or raise any objection permitted under this Agreement in connection with the Restructuring or the Sale or (ii) prevent the Debtors or the Consenting First Lien Creditors from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, 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: (i) consider, respond to, and facilitate Alternative Proposals; (ii) subject to the terms and conditions of this Agreement, provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (iii) maintain or continue discussions or negotiations with respect to any Alternative Proposal; (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of each Alternative Proposal; and (v) 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.

31. ACTION BY THE REQUIRED CONSENTING FIRST LIEN CREDITORS. Each Consenting First Lien Creditor agrees and acknowledges that any action, approval, direction, consent or waiver taken, provided or approved by the Required Consenting First Lien Creditors under this Agreement and all Exhibits hereto (including, for the avoidance of doubt, any orders entered by the Bankruptcy Court the forms of which are attached as Exhibits hereto) shall be deemed to constitute the action, approval, direction, consent or waiver of, or by, each Consenting First Lien Creditor, whether or not such Consenting First Lien Creditor has assented to such action, approval, direction, consent or waiver. In furtherance of the foregoing, subject to the consent rights set forth in Section 10, each Consenting First Lien Creditor agrees to take any action or inaction as may be reasonably requested in respect of the Restructuring by (i) the Debtors and consented to by the Required Consenting First Lien Creditors or (ii) the Required Consenting First Lien Creditors, in each case in order to effectuate any action, approval, direction, consent or waiver taken, provided or approved by the Required Consenting First Lien Creditors.

[Signature pages intentionally omitted.]

Exhibit A

Restructuring Term Sheet

Exhibit A to Restructuring Support Agreement

Endo International plc, et al.
RESTRUCTURING TERM SHEET

THIS RESTRUCTURING TERM SHEET (THIS "TERM SHEET" AND THE RESTRUCTURING SUPPORT AGREEMENT TO WHICH THIS TERM SHEET IS ATTACHED, THE "RSA") DOES NOT CONSTITUTE (NOR WILL IT BE CONSTRUED AS OR DEEMED TO BE) AN OFFER WITH RESPECT TO ANY SECURITIES, IT BEING UNDERSTOOD THAT ANY SUCH OFFER (TO THE EXTENT MADE) WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS.

THIS TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE SATISFACTORY NEGOTIATION AND COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND OTHER TERMS AS MAY BE MUTUALLY AGREED. THE CLOSING OF ANY TRANSACTION WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS.

Capitalized terms used but not defined in this Term Sheet shall have the meanings ascribed to them in Exhibit A or the RSA.

Transaction Summary	
Proposed Debtors Sellers	Endo International plc and each subsidiary that is party to the RSA (collectively, the "Debtors" and together with their non-debtor affiliates, the "Company").
Venue	United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").
Case Financing	The Chapter 11 Cases will be financed by existing cash and use of cash collateral on terms and conditions reasonably agreed upon by the Debtors and the Required Holders,[1] the terms of which will be substantially in the form attached hereto as **Exhibit B**.
Structure	This Term Sheet sets forth the principal terms of a proposed transaction (the "Sale Transaction") pursuant to which the Purchaser (as defined below) will (i) acquire from the Debtors, pursuant to a definitive purchase and sale agreement (the "PSA" and each a "Seller"), substantially all of the Debtors' assets, including the equity of certain India subsidiaries of the Debtors, to the extent permitted by applicable law 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 (ii) assume certain liabilities of the Debtors (as described in

[1] "Required Holders" means those creditors holding in excess of 50% of the aggregate outstanding principal amount of Secured Debt (as defined in that certain Collateral Trust Agreement, dated as of April 27, 2017 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Collateral Trust Agreement"), among Endo International PLC, Endo Luxembourg Finance Company I S.à.r.l., Endo LLC, Endo Designated Activity Company, Endo Finance LLC, Endo Finco Inc., the other grantors from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent under the Credit Agreement, and Wells Fargo Bank, National Association, as indenture trustee, and Wilmington Trust, National Association, as collateral trustee (in such capacity, the "First Lien Collateral Trustee")), represented by Gibson, Dunn & Crutcher LLP and Evercore Group LLC.

	more detail below, the "Assumed Liabilities").
Sale Process	The Debtors will commence the Chapter 11 Cases and implement a sale process in accordance with the Milestones and other terms set forth in the RSA. The Debtors will commence a third-party marketing process for the Sale Transaction, the parameters of which will be on the timeline contemplated by the Milestones and as set forth in the Bidding Procedures (such process, the "Sale Process"). At the conclusion of the Sale Process, the Debtors will sell to the Stalking Horse Bidder (as defined below) or one or more third-party purchaser(s) determined to have submitted the highest or otherwise best offer in accordance with the Bidding Procedures Order, all of the Debtors' right, title, and interest in, to and under the Transferred Assets (as defined below) free and clear of all liens, encumbrances, claims, and other interests, other than certain permitted encumbrances, the terms and conditions of which sale will be consistent with this Term Sheet, the RSA, and the PSA (or such other asset purchase agreement as may be agreed to by the Debtors and any third-party purchaser(s)). As part of the Sale Process, the Company will undertake a comprehensive noticing plan (similar to noticing plans used in *In re Purdue Pharma* and *In re Mallinckrodt plc*, with specifics to be agreed between the Debtors and the Required Holders) to ensure that notice is given as broadly as possible to all holders and potential holders of claims and interests in or against the Debtors or in respect of the Transferred Assets.
Key Terms of Stalking Horse Bid	
Stalking Horse Bidder	One or more entities (or their designees, collectively, "Newco," the "Stalking Horse Bidder," or the "Purchaser"), formed in a manner acceptable to the Required Holders in their sole discretion, will serve as the stalking horse bidder in connection with the Sale Process.
Transferred Assets	The Purchaser will acquire at the closing of the Sale Transaction (the "Closing," and upon the conditions to Closing being satisfied (or waived by the beneficiary thereof) under the PSA, the "Closing Date"), all right, title and interest of the Sellers in, to or under the properties and assets of Sellers of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible consisting of, relating to or developed or used in connection with the Business, but excluding the Excluded Assets (as defined below), as further described below (such assets, collectively, the "Transferred Assets"). The Transferred Assets will include, among other things, the following: 1. all of the equity interests in subsidiaries of the Debtors located in India; 2. the Product Intellectual Property and the Endo Marks; 3. the Product Marketing Materials; 4. the Product Regulatory Materials;

	5. transferred contracts; 6. books and records; 7. goodwill; 8. owned real property to be scheduled; 9. leased real property to be scheduled, including any leasehold improvements and all permanent fixtures, improvements, and appurtenances thereto and including any security deposits or other deposits delivered in connection therewith; 10. all machinery, equipment, furniture, furnishings, parts, spare parts, vehicles and other tangible personal property owned by the Sellers, including any tangible assets of Sellers located at any acquired leased or owned real or otherwise scheduled and any other tangible assets on order to be delivered to any Seller; 11. all Inventory whether or not obsolete or carried on Sellers' books of account, in each case, with any transferable warranty and service rights related thereto; 12. all permits and Regulatory Approvals held by the Sellers, but only to the extent such permits and Regulatory Approvals may be transferred under applicable law; 13. all interests in insurance policies, binders and related agreements, other than those scheduled, to the extent transferable; 14. telephone, telex and telephonic facsimile numbers and other directory listings used by the Sellers; 15. (A) rights, claims or causes of action to the extent related to the Transferred Assets, of the Sellers arising out of events occurring prior to the Closing, and (B) to the extent not covered in clause (A), all other rights, claims or causes of action of the Sellers except to the extent related to Excluded Assets; 16. copies of all tax records related to the Transferred Assets and all tax records of the Sellers; 17. all of the rights and claims of the Sellers in any claims or causes of action (to the extent capable of being transferred by applicable law) that are (i) available under the Bankruptcy Code, of whatever kind or nature, as set forth in sections 544 through 551, inclusive, 553, 558 and any other applicable provisions of the Bankruptcy Code, and any related claims and actions arising under such sections or under applicable state law or non-U.S. law by operation of law or otherwise (each, an "Avoidance Claim"), in each case, other than a Specified Avoidance Claim; and (ii) against any of the Sellers' respective (w) directors or officers; (x) employees other than officers; (y) subsidiaries or affiliates; or (z) trade vendors, suppliers, customers, or other parties that the Sellers otherwise conduct business with in the ordinary course; including with respect to clauses (i) and (ii) any and all proceeds thereof; and *provided further* that such rights and claims

	referenced in clauses (i) and (ii)(w) will be released by the Purchaser on the Closing Date; 18. all confidentiality agreements with former or current employees and agents of Sellers relating to the Business, and all restrictive covenant and confidentiality agreements with transferred employees; 19. any reversionary interest under the Participation Agreement, dated as of July 26, 2021, by and among Isosceles Insurance Ltd. acting in respect of Separate Account EN-01 and Endo Health Solutions Inc. (as may be amended, modified, or otherwise supplemented from time to time, the "Participation Agreement"); 20. (i) all cash and cash equivalents, (ii) third-party accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables, and (iii) all 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 any Seller (collectively, the "Transferred Cash"); 21. all credits, prepaid expenses, security deposits, other deposits, refunds, prepaid assets or charges, rebates, setoffs, and loss carryforwards of the Sellers to the extent related to any Transferred Asset or any Assumed Liability; 22. all tax refunds, rebates, credits or similar benefits of the Sellers (to the extent capable of being transferred by applicable law); 23. all compensation and employee benefits plans (other than equity incentive plans), together with any funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies and administration service contracts related thereto) and all rights and obligations thereunder to the extent relating to transferred employees; and 24. intercompany receivables of and intercompany loans owed to the Debtors (the "Intercompany Receivables"). Purchaser may, at least five business days prior to Closing by notice to Sellers, designate any Transferred Assets as additional Excluded Assets, provided that there will be no modification to the Purchase Price, and provided further that in no event may items 17, 19, or 23 be designated an Excluded Asset without the consent of the Sellers. Further, the Intercompany Receivables and the assets of any non-U.S. Debtor that the Sellers and the Purchaser mutually agree are not required to be transferred to the Purchaser may be considered Excluded Assets so long as such designation is made at least five days prior to Closing and provided that, for Intercompany Receivables, the corresponding Intercompany Liabilities (as defined below) is also designated as an Excluded Liability.
Excluded Assets	Transferred Assets will expressly exclude the following assets (collectively, the "Excluded Assets"): 1. the Sellers' documents prepared in connection with the PSA or the

	transactions contemplated hereby or relating to the Chapter 11 Cases, and any books and records that any Seller is required by law to retain; *provided*, *however*, that upon request of Purchaser prior to or subsequent to the Closing, the Sellers will provide Purchaser with copies or other appropriate access to the information in such documentation to the extent reasonably related to Purchaser's operation and administration of the Business; 2. all rights, claims and causes of action to the extent relating to any Excluded Asset or any Excluded Liability; 3. shares of capital stock or other equity interests of any Seller or securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of any Seller; 4. all rights of the Sellers under the PSA and the ancillary agreements; and 5. all contracts that are not transferred contracts.
Assumed Liabilities	Purchaser will assume and pay or otherwise satisfy only the following liabilities, which in no event shall include any Excluded Liabilities (the "Assumed Liabilities"): 1. all liabilities of the Sellers under the transferred contracts and the transferred business permits, in each case arising, to be performed or that become due on or after, or in respect of periods following, the Closing Date, including any cure costs; 2. all liabilities arising under the Debtors' existing employee incentive plans; 3. (A) all liabilities that arise at or prior to the Closing under the terms of all employee benefit plans assumed by the Purchaser, (B) the Purchaser's obligation to provide COBRA continuation coverage, and (C) all liabilities with respect to all employees hired by the Purchaser to the extent arising following the Closing; 4. all liabilities (including, without limitation, under the applicable NDAs and INDs relating to the Products) arising out of, relating to or incurred in connection with the conduct or ownership of the Business or the Transferred Assets from and after the Closing; 5. all (a) accrued trade and non-trade payables, (b) open 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 outstanding at Closing, (d) accrued royalties, (e) accrued compensation, employee expenses and benefits in each case for transferred employees, but excluding workers' compensation claims for injuries occurring prior to the Closing, and (f) all 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 and otherwise in compliance with the terms and conditions of this Agreement and (y) not arising under or otherwise relating to any Excluded Asset, *provided*, for the avoidance of doubt, such liabilities in this paragraph 5 shall not include pre-petition liabilities unrelated to an Assumed Contract or an ongoing business

	relationship; 6. all liabilities for Non-U.S. Sale Transaction Taxes (as defined below); 7. all liabilities arising under any compensation and employee benefits plans (including any deferred compensation plans but excluding any equity incentive plans), together with any funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies and administration service contracts related thereto) and all rights and obligations thereunder to the extent relating to transferred employees; 8. all liabilities arising under any collective bargaining laws, agreements or arrangements; 9. all indemnification obligations to the Sellers' directors, officers, and employees who have served in such role on or after the Petition Date solely for any defense costs (but not to satisfy any judgment); 10. any and all liabilities of any Seller resulting from the failure to comply with any applicable "bulk sales," "bulk transfer" or similar law; and 11. intercompany liabilities owed to Debtors (the "Intercompany Liabilities"), the assumption of which is beneficial to the Purchaser. Notwithstanding the categories of Assumed Liabilities listed herein (other than with respect to Intercompany Liabilities), Purchaser may, prior to entry into a definitive PSA, designate any liabilities not incurred in the ordinary course of business, the existence of which were not disclosed in the data room prior to the date of entry into the Term Sheet, as additional Excluded Liabilities; *provided* such designation may only be made with the consent of the Company, such consent not to be unreasonably withheld Further, the Purchaser may designate any Intercompany Liabilities as Excluded Liabilities 5 business days prior to Closing, provided that the corresponding Intercompany Receivable is also designated as an Excluded Asset.
Excluded Liabilities	Purchaser is not assuming any liability that is not an Assumed Liability, including the following (the "Excluded Liabilities"): 1. any and all liabilities for taxes (i) related to the Transferred Assets that are incurred in, or relate to, any taxable period, or portion thereof, ending on or before the Closing Date (which shall not include any liabilities of the type described in clause 6 of Assumed Liabilities, which shall be assumed by the Purchaser), (ii) of or imposed on any of the Sellers or their affiliates (including, for the avoidance of doubt, any taxes ultimately paid as a result of any ongoing or future audits of Sellers or their affiliates and which shall not include any liabilities of the type described in clause 6 of Assumed Liabilities, which shall be assumed by the Purchaser), or (iii) in respect of any Excluded Assets, in each case, including taxes payable by reason of contract, assumption, transferee or successor liability, operation of law, or pursuant to Treasury Regulation section 1.1502-6 (or any similar provision of any state, local or non-U.S. law); 2. any and all liabilities of the Sellers under any contract of the Sellers that is

	not a transferred contract whether accruing prior to, at, or after the Closing Date; 3. any and all liabilities relating to or arising from the Retained Litigation; 4. any and all liabilities arising in respect of or relating to any transferred employee to the extent arising at or prior to the Closing, except for liabilities otherwise expressly assumed under the PSA; 5. any indebtedness of the Sellers (which shall not include any liabilities of the type described in clause 5 Assumed Liabilities, which shall be assumed by Purchaser); 6. any liability to distribute to any Seller's shareholders or otherwise apply all or any part of the consideration received hereunder; 7. 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 the Closing Date, (ii) any action or inaction of the Sellers or of any third party relating to the Transferred Assets before the Closing Date, (iii) any formerly owned, leased or operated properties of the Sellers, or (iv) any condition first occurring or arising before the Closing Date with respect to the Transferred Assets; 8. any and all liability for: (i) costs and expenses incurred by the Sellers or owed in connection with the administration of the Chapter 11 Cases (including the U.S. trustee fees, the fees and expenses of attorneys, accountants, financial advisors, consultants and other professionals retained by Sellers, and any official or unofficial creditors' or equity holders' committee and the fees and expenses of the post-petition creditors or the pre-petition creditors incurred or owed in connection with the administration of the Chapter 11 Cases); (ii) all costs and expenses of the Sellers incurred in connection with the negotiation, execution and consummation of the transactions contemplated under this Agreement; and (iii) third party claims against the Sellers, 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 businesses conducted by the Sellers prior to Closing; 9. any liability of the Sellers under the PSA or the ancillary agreements; and 10. any liability to the extent relating to an Excluded Asset.
Purchase Price	The aggregate consideration for the sale of the Transferred Assets will consist of (collectively, the "Purchase Price"): (a) a credit bid, pursuant to section 363(k) of the Bankruptcy Code, in full satisfaction of the Prepetition First Lien Indebtedness;[2]

[2] The credit bid amount is not inclusive of entitlements to any make-wholes, prepayment premiums, or similar amounts under the 1L debt documents and all rights with respect to such entitlements, including the right to seek allowance of claims for make-wholes, prepayment premiums, or similar amounts, are fully reserved and preserved

	(b) $5 million in cash on account of certain unencumbered Transferred Assets; (c) the Wind-Down Amount; (d) the Pre-Closing Professional Fee Reserve Amounts; and (e) assumption of the Assumed Liabilities, including for the avoidance of doubt, the Non-U.S. Sale Transaction Taxes. For the avoidance of doubt, any cash amounts required to be paid by the Purchaser may be funded and paid from the Transferred Cash.
Other Material Terms of Stalking Horse Bid	The terms of the representations and warranties, interim operating covenants, antitrust efforts covenant, other covenants, closing conditions, and termination rights contained in the PSA will be substantially in the form attached hereto as **Exhibit F.**
Sale Procedures	
Bidding Procedures	The Bidding Procedures will be in form and substance reasonably acceptable to the Required Holders, the terms of which will be substantially in the form attached hereto as **Exhibit C**. As set forth in the Bidding Procedures, the following timeframes shall apply to a sale process unless otherwise agreed by the Debtors and the Required Holders: • The hearing for consideration of the Bidding Procedures Order shall be scheduled for the date that is 70 calendar days after the Petition Date; • The deadline to submit a non-binding indication of interest shall be scheduled for the date that is 120 calendar days after the Petition Date; • The bid deadline shall be scheduled for the date that is 195 calendar days after the Petition Date; • The auction, if necessary, shall be scheduled for the date that is 200 calendar days after the Petition Date; and • The hearing for consideration of the Sale Order shall be scheduled for the date that is 205 calendar days after the Petition Date, subject to potential acceleration as set forth in the Bidding Procedures. The PSA will be filed with the Court no later than seven days before the objection deadline on the Bidding Procedures. The Bidding Procedures will, among other things, provide that a Qualified Bid (as defined in the Bidding Procedures) must exceed the Stalking Horse Bid and, taking into account both the Bidder Cash Purchase Price (as defined in the Bidding Procedures) 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) the amount of the Prepetition First Lien Indebtedness, *plus* (2) $5 million in cash on account of certain unencumbered

in all respects.

	Transferred Assets, *plus* (3) the Wind-Down Amount, *plus* (4) the Stalking Horse Expense Reimbursement (collectively, the "Minimum Bid Amount"), and (ii) provide for the funding of (x) the Pre-Closing Professional Fee Reserve Amounts, *plus* (y) all outstanding fees and expenses due under the Cash Collateral Order, *plus* (z) Non-U.S. Sale Transaction Taxes. In connection with seeking approval of the Bidding Procedures, the Debtors will seek, and the Bidding Procedures Order shall provide, authorization of the Bankruptcy Court for the Debtors' implementation of the steps necessary (including any necessary steps prior to the Closing) to implement and consummate a tax-efficient transaction under Irish law, the specific steps to be mutually agreed by the Required Holders and the Company (such agreed steps, the "Transaction Steps"), and that preserve the ability of the First Lien Collateral Trustee to credit bid in respect of the assets subject to such Transaction Steps in a manner consistent with such Transaction Steps.
Bidding Protections	The Stalking Horse Bidder will not be entitled to a break-up fee. The Bidding Procedures Order will provide that in the event that the Debtors consummate a sale or restructuring transaction with respect to all or substantially all of the assets or equity interests to be acquired pursuant to the Sale Transaction, other than the Sale Transaction (an "Alternative Transaction") or the RSA is terminated by the Debtors pursuant to the Fiduciary Out or either the RSA or PSA is terminated as a result of Debtors' breach of the RSA or PSA, as applicable, the Debtors will pay all reasonable and documented fees and expenses of the Required Holders' advisors in an aggregate amount not to exceed $7 million in connection with the formulation, proposal, negotiation, finalization, filing, effectuation, and defense of the Sale Transaction (such payment and reimbursement obligations, the "Stalking Horse Expense Reimbursement"). For the avoidance of doubt, the Stalking Horse Expense Reimbursement 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 Orders, provided, however, that this provision does not provide an entitlement to recover on account of the same fees and expenses twice.
Back-Up Bid	In the event that the Stalking Horse Bid is not selected as the successful bid but is otherwise the next highest or best alternative bid, the Stalking Horse Bidder will serve as the "back-up bid" for the Transferred Assets and will be binding and irrevocable until the date on which an Alternative Transaction is consummated.
Assumption of Contracts: Cure Costs	On the Closing Date, except as otherwise determined by Newco in consultation with the Company, those executory contracts and unexpired leases listed on a schedule to the PSA will be assumed and assigned to Newco in accordance with section 365 of the Bankruptcy Code (such schedule subject to revision by Newco prior to the Closing). All cure costs will be paid by Newco in connection with the Closing or as a deduction from Transferred Cash. The Participation Agreement and all employment contracts, including for the avoidance of doubt any agreements related to target short and long term incentive opportunities, with respect to any employee employed by the Sellers as of the Closing Date will be deemed a transferred contract.

Sale Order	The Bankruptcy Court will enter the Sale Order, which will, among other things, (a) provide that the Transferred Assets are sold free and clear of any and all liens, encumbrances, claims, and other interests (other than liabilities specifically designated as assumed liabilities under the PSA), (b) contain findings of fact and conclusions of law that Newco is a good faith purchaser entitled to and granted the protections of section 363(m) of the Bankruptcy Code, and (c) in the event that the Stalking Horse Bid is not selected as the successful bid, provide that the proceeds of the sale to the "successful bidder" under the Bidding Procedures and/or any excluded cash to be retained by the Debtors will be used to pay the sum, without duplication, of (i) the Minimum Bid Amount, *plus* (ii) the Pre-Closing Professional Fee Reserve Amounts, *plus* (ii) all outstanding fees and expenses due under the Cash Collateral Order, *plus* (iv) Non-U.S. Sale Transaction Taxes. The Sale Order will contain full mutual general releases (the "Sale Releases"), effective on the Closing Date, by and among the Debtors, Newco, the Prepetition First Lien Secured Parties, and such entities' respective current and former affiliates, and such entities' and their current and former affiliates' current and former officers, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders, principals, members, employees, agents, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, for any claims up to the Closing Date, except as preserved in the PSA and related documentation implementing the Sale Transaction. The terms of the Sale Order, including the Sale Releases, will be acceptable to the Required Holders in their sole discretion and to the Debtors in their reasonable discretion.
Newco	
Newco Capitalization	Immediately prior to Closing, the Required Holders will direct the First Lien Collateral Trustee to assign its rights to credit bid, on behalf of the Secured Parties (as defined in the Collateral Trust Agreement), to the Stalking Horse Bidder, so as to enable the Stalking Horse Bidder to credit bid up to the entire amount of the Prepetition First Lien Indebtedness. At Closing, in the event the Stalking Horse Bidder is determined to be the "successful bidder" of the Transferred Assets, Newco will issue to the First Lien Creditors, *pro rata* based on their respective amounts of the Prepetition First Lien Indebtedness, (i) 100% of the outstanding common stock of Newco (subject to dilution by any issuances under the MIP (as defined below) to be approved by the board of directors of Newco (the "Newco Board") and the Rights Offering (as defined below)) and (ii) a takeback tranche of new first lien debt as described below (the "Newco 1L Debt"). Such common stock will be subject to the Newco governance documents. The Newco 1L Debt is intended to be in an amount no greater than 4.0x net funded leverage at Closing, subject to revision based on market conditions at Closing

	(including the results of a potential marketing process for a portion of the Newco 1L Debt) but, under any and all circumstances, no greater than 4.5x net funded leverage at Closing (the "Leverage Cap"). In addition, Newco may raise exit capital at Closing, as determined by the Required Holders in their sole discretion, in the form of (i) a new money rights offering (the "Rights Offering"), (ii) a first out new money tranche of the Newco 1L Debt, or (iii) a combination thereof, which, in each case, will be offered on a pro rata basis to the Consenting First Lien Creditors party to the RSA on the original execution date thereof and shall be based on terms acceptable in all respects to the Required Holders in their sole discretion; *provided*, *however*, that such terms do not otherwise conflict with the Leverage Cap.
Newco Governance	Newco governance documents to be determined by Required Holders in their sole discretion. Newco Board members to be determined by Required Holders in their sole discretion but in all cases will include the Chief Executive Officer of Newco.
Management Incentive Plan	On the Closing Date, Newco will adopt a management incentive plan (the "MIP"), which will provide for 5% of Newco's fully diluted equity to be issued to management and other key employees of Newco in the form of equity-based awards. No later than ninety (90) days after the Closing Date, Newco will allocate 3% of the equity under the MIP subject to terms (including, without limitation, performance metrics and vesting schedules) to be determined by the Newco Board.
Employee Matters	Newco will offer employment to all of the Company's active employees. These employment offers will be for positions, responsibilities, base salaries, short and long term incentive opportunities and employee benefits no less favorable than those of such employees' current positions, responsibilities, base salaries, short and long term incentive opportunities and employee benefits.
Tax Structure and Indemnity	To the extent the Stalking Horse Bidder is the "successful bidder," the Stalking Horse Bidder has the right to consummate the Sale Transaction in a manner to be determined in the Stalking Horse Bidder's reasonable discretion so long as such tax structuring is not materially adverse to the Company. The Company will cooperate in good faith with the Stalking Horse Bidder and will use reasonable best efforts to provide any information and analyses necessary to enable the Stalking Horse Bidder to make tax-related determinations, including by providing reasonable access to the Company's employees and outside advisors (e.g., tax accountants, lawyers, and other consultants), subject to the information and access covenant to be agreed in the definitive PSA; *provided*, *however*, it being understood that, with respect to any tax-related issues involving the Debtors other than the Sale Transaction, the Debtors and their advisors will not provide information and analyses that would conflict with any applicable requirements of law or any binding agreement, or that would waive any attorney-client or similar privilege or work product doctrine; *provided*, *however*, that through the completion of the Wind-Down Period, the Stalking Horse Bidder will not take any position in reporting the consequences of the Sale Transaction to applicable taxing authorities that is inconsistent with the allocation of value (i) among the Debtors as set forth in the

	cleansing materials related to this potential Sale Transaction included as Exhibit 99.1 to the Form 8-K filed on August 16, 2022 as further allocated among the assets of the Debtors by the Debtors acting in good faith and in consultation with the Stalking Horse Bidder or (ii) as otherwise agreed between the Debtors and the Stalking Horse Bidder. The Company will take any steps reasonably requested by the Stalking Horse Bidder (including, without limitation, seeking any necessary approvals from the Bankruptcy Court) as are necessary to implement and effect the Sale Transaction in a tax-efficient manner as mutually agreed by the Debtors and the Stalking Horse Bidder, including such steps as may be necessary prior to the execution of the PSA and/or approval of the Bidding Procedures. Solely to the extent that a Sale Transaction with the Stalking Horse Bidder is consummated in a manner reasonably agreed between the Stalking Horse Bidder and the Company, the Company will be indemnified by the Purchaser (the "Sale Transaction Tax Indemnity") for any and all non-U.S. taxes (including transfer taxes) arising by reason of the Sale Transaction, including for the avoidance of doubt, any such taxes triggered on any steps taken by the Debtors after the commencement of the Chapter 11 Cases but prior to the Closing of the Sale Transaction that may be agreed by the Stalking Horse Bidder and the Company (collectively, the "Non-U.S. Sale Transaction Taxes"). For the avoidance of doubt, the Company will not be indemnified by the Stalking Horse Bidder for any liability for any taxes that were in existence or assertable against the applicable Seller by a taxing authority prior to the Closing Date (other than to the extent that any such liability for taxes is triggered solely by the Sale Transaction, or any steps necessary to effect the Sale Transaction by the Stalking Horse Bidder that are agreed to by the Stalking Horse Bidder and taken by the Company prior to the Closing of the Sale Transaction).
Voluntary Opioid Claimants Settlement Trust	Purchaser will provide for the establishment of separate trusts (the "Voluntary Opioid Trusts") for the benefit of public, tribal, and private opioid claimants, respectively, that affirmatively agree to, among other things, (x) release any and all Opioid Claims against the Released Parties (each term as defined in the Voluntary Opioid Trust Term Sheet) (the "Opioid Release") and (y) only assert such claims and causes of action against the applicable Voluntary Opioid Trust. The Voluntary Opioid Trusts will be formed, funded, and administered as set forth in the "Voluntary Opioid Trust Term Sheet" attached hereto as **Exhibit E**. The Opioid Release will be substantially in the form attached to the Voluntary Opioid Trust Term Sheet as Exhibit 1.
Voluntary Operating Injunction	The Required Holders and the Debtors have reached a consensual resolution with respect to injunctive terms with the State Attorney General Endo Executive Committee and other relevant parties.
Miscellaneous	
Wind-Down Amount	Purchaser shall provide $122 million of cash, which may be funded from Transferred Cash, (the "Wind-Down Amount") to fund an orderly wind down process during the Wind-Down Period, subject to a budget (the "Wind-Down Budget") attached hereto as **Exhibit D**, that will be in form and substance

	reasonably acceptable to the Required Holders. The Purchaser and the Debtors agree to negotiate in good faith the specific mechanics of the funding of the Wind-Down Amount from the Purchaser. Unless otherwise agreed by the Purchaser, (i) on or immediately after the Closing Date, to the extent any cash is available to the Debtors to fund the Wind-Down in excess of the Wind-Down Amount (the "Excess Cash"), the Wind-Down Amount shall be reduced on a dollar-for-dollar basis to account for such Excess Cash and (ii) if, at any time after the Wind-Down Amount has been funded, the Debtors receive any Excess Cash or there is otherwise Excess Cash made available to the Debtors, the Debtors shall remit such Excess Cash to the Purchaser within five (5) business days. Except as set forth herein, any subsequent adjustments to the Wind-Down Amount and the Wind-Down Budget will require the consent of the Required Holders, which consent shall not be unreasonably withheld. In addition, with respect to (i) the unsecured creditors committee, (ii) the official opioid committee (if appointed), and (iii) a future claims representative (if appointed) ((i)-(iii), the "Committees/FCR"), the Purchaser agrees to provide cash that will be in excess of the Wind-Down Amount to fund a budget that will be in form and substance reasonably acceptable to the Required Holders for purposes of such entities and their advisors; *provided further* that if the Debtors and the Required Holders cannot reach agreement as to a budget for such entities, the Debtors will be entitled to seek an order from the U.S. Bankruptcy Court to resolve the issue. Further, if the Debtors reasonably determine that there is expected to be a recovery available for general unsecured creditors (taking into account the cost of the Claims Processes (as defined below)), the Purchaser agrees to provide cash that will be in excess of the Wind-Down Amount to fund a noticing and bar date process and proof of claims process (the "Claims Processes"), in an amount reasonably acceptable to the Required Holders; *provided further* that if the Debtors and the Required Holders cannot reach agreement as to a budget for such entities, the Debtors will be entitled to seek an order from the U.S. Bankruptcy Court to resolve the issue. For the avoidance of doubt, any amounts will take into account the likelihood of success in confirming a plan and the expected recovery to general unsecured creditors. The Purchaser will agree to provide finance, IT and legal personnel via a transition services agreement with the Debtors to assist the Debtors with wind-down workstreams at no cost to the Debtors through completion of the Wind-Down Period. To the extent any of the Wind-Down Amount remains after satisfaction of the items set forth in the Wind-Down Budget at the completion of the Wind-Down Period or any Excess Cash becomes available, any such remainder or Excess Cash shall be remitted to Newco.
Professional Fee Escrow Accounts	No later than ten (10) business days before the anticipated Closing Date, the Debtors shall deposit the Pre-Closing Professional Fee Reserve Amounts in segregated professional fee escrow accounts for each professional the Debtors' estates are obligated to pay (the "Professional Fee Escrow Accounts"), including, without limitation, all of the professionals retained under Bankruptcy Code sections 326 through 331 and ordinary course professionals. For the avoidance of doubt,

	the Wind-Down Amount shall be in addition to the funds used to fund the Professional Fee Escrow Accounts.
Document Repository	In the event the Debtors reach a global resolution with the Multi-State Executive Committee (the "Endo EC") and the Plaintiffs Executive Committee in *In re National Prescription Opiate Litigation*, MDL No. 1:17-MD-2804 (N.D. Ohio), the Debtors may create a public document repository (the "Document Repository") on terms to be agreed. The Document Repository may include documents about the Debtors and the opioid crisis, including documents that the Debtors produced in investigations and litigation.

Exhibit A

Selected Defined Terms

"Branded Pharmaceuticals" means the segment of the Seller's business that includes the Seller's specialty and established pharmaceutical product portfolios that are sold under their brand name.

"Business" means the Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals and International Pharmaceuticals business segments together as operated by Sellers as of the date hereof and through the Closing Date.

"Endo Marks" means all trademarks owned by Sellers that contain "Endo," including the trademarks to be scheduled.

"Generic Pharmaceuticals" means the segment of the Seller's business that includes a product portfolio of approximately 125 generic product families that treat and manage a wide variety of medical conditions.

"International Pharmaceuticals" means the segment of the Seller's business that includes a variety of specialty pharmaceutical products sold outside the U.S., serving various therapeutic areas.

"Inventory" means all raw materials, works in progress, finished goods, supplies, packaging materials and other inventories owned by the Sellers.

"Material Adverse Effect" means any event, change, condition, occurrence or effect that has individually or in the aggregate (a) resulted in, or would be reasonably likely to result in, a material adverse effect on the business, properties, financial condition or results of operations of the Business, taken as a whole, or (b) prevented, materially delayed or materially impeded the performance by the Sellers of their obligations under this Agreement or the consummation of the transactions contemplated hereby, other than, in the case of clause (a), any event, change, condition, occurrence or effect to the extent arising out of, attributable to or resulting from, alone or in combination, any of the following (none of which, to the applicable extent, will constitute or be considered in determining whether there has been, a Material Adverse Effect): (i) general changes or developments in the industries in which the Business operates, (ii) changes in general economic, financial market or geopolitical conditions or political conditions, (iii) natural or man-made disasters, calamities, major hostilities, outbreak or escalation of war or any act of terrorism or sabotage, (iv) any global or national health concern, epidemic, disease outbreak, pandemic (whether or not declared as such by any governmental body, and including the "Coronavirus" or "COVID-19") or any law issued by a governmental body requiring business closures, quarantine or "sheltering-in-place" or similar restrictions that arise out of such health concern, epidemic, disease outbreak or pandemic (including the "Coronavirus" or "COVID-19") or any change in such law, (v) the Excluded Liabilities, including the Retained Litigation, (vi) following the date of the RSA, changes in any applicable laws or GAAP or in the administrative or judicial enforcement or interpretation thereof, (vii) the announcement or other publicity or pendency of the transactions

contemplated by the RSA (it being understood that the exception in this clause (viii) will not apply with respect to the representations and warranties in Section [•] intended to address the consequences of the execution or delivery of the RSA or the consummation of the transactions contemplated by the RSA), (ix) the filing or continuation of the Chapter 11 Cases and any orders of, or action or omission approved by, the Bankruptcy Court (or any other Governmental Authority of competent jurisdiction in connection with any such action), (x) customary occurrences as a result of events leading up to and following the commencement of a proceeding under chapter 11 of the Bankruptcy Code, (xi) a decline in the trading price or trading volume of any securities issued by the Sellers or any change in the ratings or ratings outlook for the Sellers (provided that the underlying causes thereof, to the extent not otherwise excluded by this definition, may be deemed to contribute to a Material Adverse Effect), or (xii) the failure to meet any projections, guidance, budgets, forecasts or estimates with respect to the Sellers (provided that the underlying causes thereof, to the extent not otherwise excluded by this definition, may be deemed to contribute to a Material Adverse Effect); provided, however, that any event, change, condition, occurrence or effect set forth in clauses (i), (ii), (iii), (iv) or (vi) may be taken into account in determining whether there has been or is a Material Adverse Effect to the extent any such event, change, condition, occurrence or effect has a material and disproportionate adverse impact on the Business, taken as a whole, relative to the other participants in the industries and markets in which the Business operates. For purposes of this definition, the term "Business" shall refer to the Business as of the date of the PSA.

"Pre-Closing Professional Fee Reserve Amounts" means the amounts equal to the good faith estimates provided by each professional the Debtors' estates are obligated to pay of all accrued and unpaid professional fees and expenses owing by any of the Debtors as of the Closing Date (excluding, for the avoidance of doubt, any accrued professional fees and expenses paid in cash on the Closing Date).

"Product" means each product to be set forth on a schedule.

"Product Approvals" means the Regulatory Approvals for each Product, together with all supporting documents, submissions, correspondence, reports and clinical studies relating to such Regulatory Approvals (including, without limitation, documentation of pharmacovigilance, good clinical practice, good laboratory practice and good manufacturing practice).

"Product Intellectual Property" means all intellectual property owned, licensed, used or held for use by or on behalf of a Seller with respect to the Products, including all intellectual property to be scheduled.

"Product Marketing Materials" means to the extent related to the Business, all advertising, promotional, selling and marketing materials in written or electronic form existing as of the Closing and owned or controlled by a Seller.

"Product Regulatory Materials" means (a) all adverse event reports and other data, information and materials relating to adverse experiences with respect to each Product; (b) all written notices, filings, communications or other correspondence between any Seller, on the one hand, and any Governmental Authority, on the other hand, relating to each Product, including any safety reports

or updates, complaint files and product quality reviews, and clinical or pre-clinical data derived from clinical studies conducted or sponsored by a Seller, which data relates to each Product; (c) all other information regarding activities pertaining to each Product's compliance with any law or regulation of any jurisdiction, including audit reports, corrective and preventive action documentation and reports, and relevant data and correspondence, maintained by or otherwise in the possession of any Seller as of the Closing Date; and (d) all Product Approvals.

"Purchaser Material Adverse Effect" means any event, change, occurrence or effect that would prevent, materially delay or materially impede the performance by the Purchaser of its obligations under the PSA or the ancillary agreements or the timely consummation of the transactions contemplated hereby or thereby.

"Regulatory Approvals" means any approvals (including pricing and reimbursement approvals), licenses, registrations or authorizations of any Governmental Authority, in each case, necessary for the research, development, testing, manufacture, marketing, distribution, sale, import or export of a Product, including NDAs and INDs.

"Retained Litigation" means all litigation, claims, and potential claims arising against any Seller from or related to events prior to the Closing, including lawsuits, pre-litigation claims, settled litigation claims, investigations and proceedings related to the manufacture or sale of opioid products or otherwise.

"Specified Avoidance Claim" means any Avoidance Claim (i) asserted against a Governmental Unit (as defined in section 101 of the Bankruptcy Code) in connection with a settlement of an Opioid Claim; or (ii) relating to the payment of interest in respect of any unsecured indebtedness for borrowed money.

"Sterile Injectables" means the segment of the Seller's business that includes a product portfolio of approximately 35 product families, including branded sterile injectable products and generic injectable products.

"Wind-Down Period" means the period commencing at the Closing Date and ending on the date on which the final Debtor ceases to exist under applicable laws in the jurisdiction in which it is incorporated, including but not limited to dissolution and winding-up processes under applicable laws.

Exhibit B

Interim Cash Collateral Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc*, et al.*,	**Case No. 22-22549 (___)**
Debtors.[1]	**(Joint Administration Pending)**

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;

(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);

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

(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 [_____], 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:[2]

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

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

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

D. ***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 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**"):

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

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 as of the Petition Date resulting from the use of Cash Collateral, the use, sale or lease of any of the Prepetition Collateral, and/or the imposition of the automatic stay pursuant to section 362(a) of 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,[3] the First Lien Indenture Trustee's Advisors (defined below), the First Lien Collateral

[3] The "**Administrative Agent's Advisors**" shall mean (a) Simpson Thacher & Bartlett LLP and (b) a financial advisor to represent the interests of the Administrative Agent and assist the Administrative Agent and Simpson Thacher & Bartlett LLP in connection with the Cases, subject in all respects to the Administrative Agent's and Debtors' reservations of rights regarding such retention and the reimbursement of reasonable fees

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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 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

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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 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 of such interests, resulting from, among other things, the Carve Out, the Debtors' sale, lease, or use of the Prepetition Collateral

(including Cash Collateral), the imposition of the automatic stay, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code, 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 claims and causes of action arising under section 549 of the Bankruptcy Code as set forth in this paragraph (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, resulting from, among other things, the Carve Out, the Debtors' sale, lease, or use of the Prepetition Collateral (including Cash Collateral) and/or the imposition of the automatic stay, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code, 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 (q) 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;

(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;

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

(q) The failure of the Debtors to meet any of the deadlines (or such later dates as may be approved in writing by the Ad Hoc First Lien Group) set forth on **Exhibit 2** (collectively, the "**Milestones**") provided that a termination right relating to the failure to meet any of the Milestones shall be subject to the same conditions and waivers set forth in the RSA.

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. The automatic stay in the Cases otherwise applicable to the Prepetition Secured Parties is hereby modified such that, 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 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, (ii) seek nonconsensual use of Cash Collateral, and/or (iii) 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 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.

(c) Nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing on any request by the Debtors or other party in interest to re-impose or continue 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. 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. 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 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. ***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.

31. ***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.

32. ***Final Hearing*** A final hearing on the relief requested in the Motion shall be held on [_____], 2022, at __:__ _.m. (prevailing Eastern time). Any party in interest objecting to the relief sought at the Final Hearing shall file written objections no later than [_____], 2022 at [ ]:[ ] p.m.

Dated: _____, 2022

_____
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Approved Budget

Project Zed
Approved Budget
Weekly Cash Flow – Debtor Monthly View[1]

(USD in $ millions, unless otherwise indicated)

Debtor													
Month	**8/15 - 8/31 Aug-22**	**Sep-22**	**Oct-22**	**Nov-22**	**Dec-22**	**Jan-23**	**Feb-23**	**Mar-23**	**Apr-23**	**May-23**	**Jun-23**	**Jul-23**	**Total**
Operating Receipts													
Product Sales Receipts	$54	$368	$260	$201	$247	$223	$204	$222	$184	$188	$208	$197	$2,555
Other Receipts	–	18	0	0	0	0	0	0	0	0	0	0	23
Total Operating Receipts	**$54**	**$386**	**$260**	**$201**	**$247**	**$224**	**$205**	**$222**	**$184**	**$189**	**$209**	**$197**	**$2,578**
Operating Disbursements													
Payroll & Payroll Related	($13)	($33)	($26)	($18)	($18)	($18)	($18)	($59)	($23)	($18)	($18)	($18)	($284)
Materials & Freight	(16)	(63)	(32)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(309)
R&D, Marketing & Royalties	(4)	(31)	(68)	(24)	(25)	(22)	(48)	(26)	(48)	(26)	(22)	(48)	(390)
Rebates	(16)	(85)	(68)	(33)	(80)	(38)	(22)	(67)	(29)	(34)	(37)	(26)	(533)
G&A and Other	(6)	(67)	(59)	(23)	(23)	(23)	(23)	(23)	(23)	(23)	(23)	(23)	(343)
Total Operating Disbursements	**($55)**	**($279)**	**($252)**	**($120)**	**($169)**	**($124)**	**($134)**	**($197)**	**($145)**	**($124)**	**($123)**	**($137)**	**($1,859)**
Net Cash Flow From Operations	**($2)**	**$107**	**$8**	**$81**	**$78**	**$100**	**$71**	**$25**	**$39**	**$65**	**$86**	**$60**	**$719**
Intercompany to Non-Debtors – From / (To)	**–**	**–**	**–**	**–**	**($17)**	**($15)**	**($15)**	**($15)**	**($15)**	**($15)**	**($15)**	**($15)**	**($122)**
Non-Operating													
Debt Service[2]	($135)	($45)	($47)	($45)	($45)	($48)	($43)	($48)	($43)	($51)	($46)	($48)	($645)
Other Non-Operating	(0)	(25)	–	–	–	–	–	–	–	–	–	–	(26)
Total Non-Operating	**($135)**	**($70)**	**($47)**	**($45)**	**($45)**	**($48)**	**($43)**	**($48)**	**($43)**	**($51)**	**($46)**	**($48)**	**($671)**
Restructuring Costs													
Professional Fees	($8)	($14)	($18)	($47)	($25)	($25)	($25)	($25)	($25)	($25)	($25)	($25)	($288)
Utility Deposit	(0)	–	–	–	–	–	–	–	–	–	–	–	(0)
Total Restructuring Costs	**($9)**	**($14)**	**($18)**	**($47)**	**($25)**	**($25)**	**($25)**	**($25)**	**($25)**	**($25)**	**($25)**	**($25)**	**($288)**
Net Cash Flow	**($146)**	**$23**	**($57)**	**($12)**	**($9)**	**$12**	**($12)**	**($63)**	**($45)**	**($26)**	**($0)**	**($28)**	**($361)**
Cash Balance[3]													
Beginning Cash Balance - Book	**$1,032**	**$886**	**$910**	**$853**	**$841**	**$832**	**$844**	**$832**	**$769**	**$724**	**$698**	**$698**	**$1,032**
Net Cash Flow	(146)	23	(57)	(12)	(9)	12	(12)	(63)	(45)	(26)	(0)	(28)	(361)
Ending Cash Balance - Book	**$886**	**$910**	**$853**	**$841**	**$832**	**$844**	**$832**	**$769**	**$724**	**$698**	**$698**	**$671**	**$671**
(+/-) Outstanding Checks	9	9	9	9	9	9	9	9	9	9	9	9	9
Ending Cash Balance - Bank	**$895**	**$918**	**$861**	**$849**	**$841**	**$853**	**$840**	**$777**	**$733**	**$707**	**$707**	**$679**	**$679**

Notes:
(1) Forecast assumes a preliminary injunction is in place in connection with the opioid litigation. Litigation costs would be significantly higher in the event an injunction is not granted.
(2) For the post-petition period, interest is calculated using ABR (with Prime Rate constant at 5.5%), plus adequate protection payments pursuant to the proposed Cash Collateral order
(3) Includes $85 million of funds pledged under the TLC agreement

Project Zed

Approved Budget

13-Week Cash Flow – Debtor Entities

(USD in $000s, unless otherwise indicated)

Debtor	*Targeted Ch. 11 Filing Week*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	
Forecast Week No.		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	**13-Week**
Week Ended		**8/19**	**8/26**	**9/2**	**9/9**	**9/16**	**9/23**	**9/30**	**10/7**	**10/14**	**10/21**	**10/28**	**11/4**	**11/11**	**Total**
Operating Receipts															
Product Sales Receipts		$20,115	$33,525	$36,779	$55,168	$91,947	$91,947	$91,947	$64,892	$64,892	$64,892	$64,892	$51,103	$51,103	$783,200
Other Receipts		–	–	18,471	–	–	–	–	471	–	–	–	471	–	19,414
Total Operating Receipts		**$20,115**	**$33,525**	**$55,250**	**$55,168**	**$91,947**	**$91,947**	**$91,947**	**$65,363**	**$64,892**	**$64,892**	**$64,892**	**$51,574**	**$51,103**	**$802,614**
Operating Disbursements															
Payroll & Payroll Related		($672)	($12,806)	($8,087)	($13,716)	($672)	($8,540)	($2,479)	($15,898)	($672)	($8,540)	($672)	($10,402)	($672)	($83,826)
Materials & Freight		(1,485)	(14,440)	(14,945)	(17,737)	(20,392)	(2,333)	(7,600)	(9,488)	(9,715)	(5,124)	(7,490)	(10,465)	(4,853)	(126,066)
R&D, Marketing & Royalties		–	(4,035)	(6,414)	(4,035)	(4,035)	(7,940)	(8,511)	(9,939)	(9,939)	(8,651)	(39,232)	(6,357)	(6,357)	(115,445)
Rebates		(2,111)	(13,719)	(14,924)	(17,409)	(17,409)	(17,409)	(17,409)	(16,891)	(16,891)	(16,891)	(16,891)	(13,046)	(10,162)	(191,161)
G&A and Other		(811)	(5,143)	(5,586)	(19,628)	(7,257)	(13,850)	(20,746)	(25,917)	(14,134)	(8,893)	(10,392)	(9,236)	(20,164)	(161,755)
Total Operating Disbursements		**($5,078)**	**($50,143)**	**($49,956)**	**($72,524)**	**($49,764)**	**($50,072)**	**($56,744)**	**($78,133)**	**($51,351)**	**($48,099)**	**($74,676)**	**($49,505)**	**($42,207)**	**($678,253)**
Net Cash Flow From Operations		**$15,037**	**($16,618)**	**$5,294**	**($17,356)**	**$42,182**	**$41,875**	**$35,203**	**($12,770)**	**$13,540**	**$16,793**	**($9,785)**	**$2,069**	**$8,896**	**$124,361**
Intercompany to Non-Debtors – From / (To)		**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**
Non-Operating															
Debt Service[1]		($113,998)	–	($21,071)	–	–	–	($45,152)	–	–	–	–	($46,657)	–	($226,878)
Other Non-Operating		(400)	–	(25,254)	–	–	–	–	–	–	–	–	–	–	(25,654)
Total Non-Operating		**($114,398)**	**–**	**($46,325)**	**–**	**–**	**–**	**($45,152)**	**–**	**–**	**–**	**–**	**($46,657)**	**–**	**($252,533)**
Restructuring Costs															
Professional Fees		($8,286)	–	–	($3,197)	($3,783)	–	($6,581)	($6,195)	–	–	($11,985)	($5,000)	($6,195)	($51,222)
Utility Deposit		(300)	–	–	–	–	–	–	–	–	–	–	–	–	(300)
Total Restructuring Costs		**($8,586)**	**–**	**–**	**($3,197)**	**($3,783)**	**–**	**($6,581)**	**($6,195)**	**–**	**–**	**($11,985)**	**($5,000)**	**($6,195)**	**($51,522)**
Net Cash Flow		**($107,947)**	**($16,618)**	**($41,031)**	**($20,554)**	**$38,400**	**$41,875**	**($16,530)**	**($18,965)**	**$13,540**	**$16,793**	**($21,770)**	**($49,588)**	**$2,701**	**($179,693)**
Cash Balance[2]															
Beginning Cash Balance - Book		**$1,031,990**	**$924,043**	**$907,425**	**$866,394**	**$845,840**	**$884,240**	**$926,115**	**$909,585**	**$890,620**	**$904,160**	**$920,953**	**$899,184**	**$849,596**	**$1,031,990**
Net Cash Flow		(107,947)	(16,618)	(41,031)	(20,554)	38,400	41,875	(16,530)	(18,965)	13,540	16,793	(21,770)	(49,588)	2,701	(179,693)
Ending Cash Balance - Book		**$924,043**	**$907,425**	**$866,394**	**$845,840**	**$884,240**	**$926,115**	**$909,585**	**$890,620**	**$904,160**	**$920,953**	**$899,184**	**$849,596**	**$852,297**	**$852,297**
(+/-) Outstanding Checks		500	8,527	8,527	8,527	8,527	8,527	8,527	8,527	8,527	8,527	8,527	8,527	8,527	8,527
Ending Cash Balance - Bank		**$924,543**	**$915,952**	**$874,921**	**$854,367**	**$892,767**	**$934,642**	**$918,112**	**$899,147**	**$912,687**	**$929,480**	**$907,711**	**$858,123**	**$860,823**	**$860,823**

Notes:

(1) For the post-petition period, interest is calculated using ABR (with Prime Rate constant at 5.5%), plus adequate protection payments pursuant to the proposed Cash Collateral order

(2) Includes $85 million of funds pledged under the TLC agreement

Exhibit 2

Milestones

Milestones

(Capitalized terms used but not defined in the Interim Order have the meaning set forth in the RSA.)

Milestone	Date
The Bankruptcy Court shall have entered the Cash Collateral Order on an interim basis.	Not later than 11:59 p.m. prevailing Eastern Time on the date that is five (5) Business Days after the Petition Date.
The Bankruptcy Court shall have entered the Cash Collateral Order on a final basis.	Not later than 11:59 p.m. prevailing Eastern Time on the date that is forty-five (45) calendar days after the Petition Date.
The Bankruptcy Court shall have entered the Bidding Procedures Order.	Not later than 11:59 p.m. prevailing Eastern Time on the date that is one-hundred (100) calendar days after the Petition Date.
The Bankruptcy Court shall have entered the Sale Order.	Not later than 11:59 p.m. prevailing Eastern Time on the date that is two-hundred forty-five (245) calendar days after the Petition Date.
The Closing Date shall have occurred.	Not later than 11:59 p.m. prevailing Eastern Time on the date that is three-hundred five (305) calendar days after the Petition Date (the "**Outside Date**"), *provided* that: (x) to the extent that a milestone above is extended in accordance with the terms of the RSA or by an Order of the Bankruptcy Court, or otherwise take longer to satisfy then is set forth in the applicable Milestone and the Consenting First Lien Creditors do not terminate this Agreement on account thereof, then the Outside Date shall in each instance automatically be extended by an equivalent number of days; (y) to the extent that the Purchaser is not the prevailing bidder at an auction, but the purchase agreement with respect to the prevailing bidder is terminated and the Debtors either seek to close the Sale Transaction with the Purchaser as a backup bidder or an alternative Sale with another backup bidder, the Outside Date shall be automatically extended to the date that is one-

	hundred eighty (180) calendar days from the date that the purchase agreement with the prevailing bidder is terminated; and (z) to the extent the Closing Date is not achieved by the Outside Date (after giving effect to any extensions) solely due to any regulatory or third-party approval or consent remaining outstanding, the Outside Date shall be extended by one-hundred twenty (120) additional calendar days.

Exhibit C

Bidding Procedures

Exhibit C to Restructuring Term Sheet

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Proposed Counsel to Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL PLC, *et al.*,	**Case No. [__]-[_____] ([___])**
Debtors. [1]	**(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 to Establish Bidding, Noticing, and Assumption and Assignment Procedures for the Sale of Substantially All of the Debtors' Assets and for Related Relief* [Docket No. [__]] (the "Sale Motion") the Debtors, as debtors in possession, sought, among

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

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

On [_____], 2022, the United States Bankruptcy Court for the Southern District of New York (the "Court"), entered the Order Establish Bidding, Noticing, and Assumption and Assignment Procedures for the Sale of Substantially All of the Debtors' Assets and for 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 (the "RSA"),[3] currently contemplates that the Sale will be implemented pursuant to the terms and conditions of either (i) the Stalking Horse Agreement or, (ii) in the event one or more third-party purchaser(s) is determined to have submitted the highest or otherwise best offer or offers for the Assets (as defined below) in accordance with these Bidding Procedures, the purchase and sale agreement(s) agreed to by the Debtors and such third-party purchaser(s).

DESCRIPTION OF THE ASSETS

The Debtors seek to sell substantially all of the assets of the Debtors (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 will only consider bids (including bids from multiple bidders and multiple bids submitted by the same bidder) that are made for either (a) all or substantially all of the Debtors' Assets, or (b) (i) at least one of the Debtors' Business Segments (as defined below), and/or (ii) all of the Specified Group One Assets (as defined below), and/or (iii) all of the Specified

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

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

Group Two Assets (as defined below). The Debtors will *not* consider bids that are made for individual assets or a group of assets that do not comprise a Business Segment, all of the Specified Group One Assets or all of the Specified Group Two 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 "Specified Group One 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 "Specified Group Two 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[4]

The key dates for the sale process are set forth below.[5] 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 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.

[October 25], 2022, at [___] (prevailing Eastern Time)	Hearing to consider approval of these Bidding Procedures and entry of Bidding Procedures Order
[November 1], 2022	Deadline for the Debtors to provide: (a) the Assumption and Assignment Notice to non-Debtor contract counterparties (each, a "Counterparty" and together, the "Counterparties"; and (b) the Sale Notice to the Sale Notice Parties
[November 1], 2022	Target date to launch the Supplemental Notice Plan
[November 22], 2022, at [4:00 p.m.] (prevailing Eastern Time)	Deadline for all Counterparties to object to Debtors' proposed Cure Costs (as defined in the Sale Motion), the Assumption and Assignment Procedures and the Adequate Assurance Information of the Stalking Horse Bidder with regard to the Proposed Assumed Contracts (each such objection, a "Cure Objection")
For the Sale Notice Parties, **[November 22], 2022, at [4:00 p.m.] (prevailing Eastern Time)** (the "Sale Objection Deadline") For all other parties, **[January 5], 2023, at [4:00 p.m.] (prevailing Eastern Time) (**the "Supplemental Sale Objection Deadline")[6]	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 "Sale Objection")

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

[5] **Note**: To the extent the Bidding Procedures Order is not entered by 70 days after the Petition Date, the remaining dates will shift back accordingly.

[6] **Note**: To the extent the timing of the Supplemental Notice Plan is extended, the Supplemental Sale Objection Deadline may be extended accordingly, but in any event will be determined prior to the hearing to consider approval of the Bidding Procedures.

[December 14], 2022, at [4:00 p.m.] (prevailing Eastern Time)	Deadline for any Prospective Bidders to submit an Indication of Interest
[February 27], 2023, at [4:00 p.m.] (prevailing Eastern Time)	Deadline for any Prospective Bidders to submit a Qualified Bid in writing to the Bid Notice Parties (such deadline, the "Bid Deadline")
[March 2], 2023, at [5:00 p.m.] (prevailing Eastern Time)	Deadline for the Debtors to notify each Acceptable Bidder of their status as Qualified Bidders
[March 3], 2023, at [10:00 a.m.] (prevailing Eastern Time)	Auction to be held at the offices of Skadden, Arps, Slate Meagher & Flom LLP
[March 9], 2023, at [_____] (prevailing Eastern Time)	Date of Sale Hearing (unless accelerated)

NOTICING

I. Parties to Receive Notice

A. Consultation Parties

As provided for in these Bidding Procedures and the Bidding Procedures Order, the Debtors shall consult in good faith with counsel to (a) any (i) official committee and (ii) any future claims representative appointed in the Chapter 11 Cases and (b) following the Bid Deadline, with respect to any Qualified Bid that provides for the payment in full in cash of the Prepetition First Lien Indebtedness, the Required Consenting First Lien Creditors, but only in the event that the Stalking Horse Bidder informs the Debtors in writing that it will not modify the Stalking Horse Bid after such time (each, including such party's advisors, a "Consultation Party").

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 Evan A. Hill (Evan.Hill@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 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) any other entity on the Master Services List (as defined in the Order Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures [Docket No. [__]]) (the "Case Management Order");

(f) all known Counterparties to any Contracts or Leases (each as defined below) that may be assumed or rejected in connection with a Sale;

(g) 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);

(h) any 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;

(i) The Internal Revenue Service;

(j) all environmental authorities having jurisdiction over any of the Assets, including the Environmental Protection Agency, if applicable;

(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 Office of the United States Trustee for the Southern District of New York;

(m) the Antitrust Division of the United States Department of Justice;

(n) the Federal Trade Commission;

(o) the Securities Exchange Commission; and

(p) all other persons and entities as directed by the Court.

D. Sale Notice Parties

The "Sale Notice Parties" shall include the following persons and entities[7]:

(a) The Core Notice Parties;

(b) all known parties to active 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 opioid litigations) for whom identifying information and addresses are available to the Debtors, and their counsel;

(c) 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;

(d) 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) pharmacies and pharmacy benefit managers in all 50 U.S. states and all U.S. territories;

(ii) users of the Debtors' opioids who are included in an adverse event report or who have filed a product complaint;

(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;

[7] **Note**: Subject to further revision.

(vi) parties (1) who, pursuant to settlement agreements with the Debtors surrounding vaginal mesh products, have unclaimed rights to distributions in qualified settlement funds but have not yet filed for an allocation of such funds, and (2) whose potential allocations are subject to a reversionary interest to the Debtors; and such parties' counsel;

(vii) governmental or regulatory bodies that, as of July 1, 2021, have commenced or maintained ongoing investigations regarding the Debtors' businesses of which the Debtors have been made aware; and

(e) 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 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. On or before the date that is five business days after entry of the Bidding Procedures Order, 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; (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").[8] The target date to launch the Supplemental Notice Plan is the date that is five business days after entry of the Bidding Procedures Order. 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 (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.

MULTI-PHASE PROCESS

The marketing, bidding and sale process for the Debtors' Assets will take place in two phases:

1. **Phase 1**: The first phase will commence following entry of the Bidding Procedures Order and conclude upon the Indication of Interest Deadline ("Phase 1"). During Phase 1, Prospective Bidders that intend to submit a Qualified Bid must timely submit Preliminary Bid Documents and an Indication of Interest in accordance with these Bidding Procedures (the "Phase 1 Requirements").

[8] The Supplemental Notice Plan is described in the *Declaration of [●]* filed contemporaneously with the Sale Motion.

2. **Phase 2**: The second phase will commence immediately following the Indication of Interest Deadline and will conclude at the Auction ("Phase 2"). During Phase 2, Prospective Bidders that (a) have satisfied the Phase 1 Requirements or (b) are otherwise authorized to participate in Phase 2 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.

As described below, if a Sale Acceleration Event occurs following Phase 1, the Debtors may elect not to proceed with Phase 2 and accelerate the hearing with respect to the Sale in accordance with these Bidding Procedures.

I. Phase I

A. Prospective Bidder Requirements

To participate in the bidding process or otherwise be considered for any purpose hereunder, a person or entity (other than the Stalking Horse Bidder) interested in purchasing the Assets (a "Prospective Bidder") 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 purchasing (i) all or substantially all of the Debtors' Assets, or (ii) (x) one or more Business Segments, and/or (y) all of the Specified Group One Assets and/or (z) all of the Specified Group Two Assets;

(c) the identity of the Prospective Bidder, including its legal name, jurisdiction, and form of organization; 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).

Promptly after a Prospective Bidder delivers Preliminary Bid Documents, the Debtors will (a) determine and notify each Prospective Bidder as to whether such Prospective Bidder has submitted acceptable Preliminary Bid Documents and (b) provide copies of any such Preliminary Bid Documents to the Consultation Parties. For the avoidance of doubt, the Stalking Horse Bidder is exempted from the foregoing requirements.

B. Due Diligence

Only the Stalking Horse Bidder and Prospective Bidders that have submitted Preliminary Bid Documents acceptable to the Debtors, will be eligible to receive access to the Debtors' electronic data room and the confidential information memorandum relating to the Sale. 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, 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 1, the Debtors will *not* make their management team available for discussions with any Prospective Bidders and the Debtors will determine, in their sole discretion, whether to respond to any other additional due diligence requests.

C. Indications of Interest

All Prospective Bidders must submit to the Debtors' investment banker, PJT Partners LP, a non-binding indication of interest (an "Indication of Interest") by [December 14], 2022 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"), that includes, but is not limited to, 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.

(b) **Assets**. Each Indication of Interest must provide a description of the key components of the Prospective Bidder's potential Bid (as defined below). The description should specify whether the Prospective Bidder anticipates submitting a Bid for all or substantially all of the Debtors' Assets. If a Prospective Bidder does not anticipate submitting a Bid for all or substantially all of the Debtors' assets, the Indication of Interest must expressly identify the Business Segment(s) that the Prospective Bidder anticipates to bid upon and/or provide that the Prospective Bidder anticipates submitting a Bid for all of the Specified Group One Assets and/or all of the Specified Group Two Assets.

(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, 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.

(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**. Each Indication of Interest must include evidence acceptable 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 commitments 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 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 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 Bid for (x) one or more Business Segments, and/or (y) all of the Specified Group One Assets, and/or (z) all of the Specified Group Two Assets (but not all or substantially all of the Debtors' Assets), the Indication of Interest should provide that the Prospective Bidder agrees to cooperate with the Debtors and other Prospective Bidders whose Indications of Interest contemplate potential Bids for other Business Segments, and/or the Specified Group One Assets and/or the Specified Group Two Assets, as applicable, in order to facilitate the sale of one or more of the Debtors' other Business Segments and/or the Specified Group One Assets and/or the Specified Group Two Assets, as applicable, including if required, to provide services 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.

(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 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) **Contact Information and Advisors**. Each Indication of Interest must include the name and telephone number 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.

(k) **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

Reasonably promptly after a Prospective Bidder delivers an Indication of Interest, the Debtors will (a) determine and notify each Prospective Bidder as to whether such Prospective Bidder has submitted an acceptable Indication of Interest in compliance with these Bidding Procedures and (b) provide copies of any such Indications of Interest to the Consultation Parties. 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 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 the Prospective Bidder further diligence access or the opportunity to participate in Phase 2.

The Stalking Horse Bidder and each Prospective Bidder that has submitted an Indication of Interest acceptable to the Debtors by the 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, 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 (but not directed) to elect not to proceed with Phase 2 (a "Sale Acceleration Election"). 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: (i) indicating that the Debtors will not proceed with Phase 2; (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).

For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors may, in consultation with the Consultation Parties, proceed to Phase 2 even if a Sale Acceleration Event occurs.

II. Phase 2 Bidder Qualifications

A. Phase 2 Due Diligence

Except as provided below, the Debtors will provide to each Acceptable Bidder reasonable 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; *provided* that the Debtors will provide to the Stalking Horse Bidder any and all due diligence information provided to any Acceptable Bidder to the extent such information has not already been provided to the Stalking Horse Bidder.

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 with any Acceptable Bidders relating to a potential Bid. In the event that the Debtors agree to make members of their management team available for a discussion with an Acceptable Bidder, the Debtors and their management team will have the right to determine, in their sole discretion, what, if any, information should be disclosed to the Acceptable Bidder in the course of such discussion.

(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)).

Acceptable 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 customer, supplier, or other Counterparties of the Debtors without the prior written consent of the Debtors.

Each Acceptable Bidder (including any Qualified Bidder), other than the Stalking Horse 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), other than the Stalking Horse Bidder, to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine 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

Both (a) a bid for all of the Assets or a portion of the Assets that comprise at least one Business Segment submitted by an Acceptable Bidder (each, a "Bid") that is determined by the Debtors to meet the requirements set forth below and (b) the Stalking Horse Bid will 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 the Bid includes an offer to purchase either (1) all or substantially all of the Assets, or (2) (x) one or more Business Segments and/or (y) all of the Specified Group One Assets and/or (z) all of the Specified Group Two Assets, and expressly identify the Assets 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 to be assumed (together with the Bidder Cash Purchase Price, as determined by the Debtors, the "Bid Value").

The Debtors reserve the right to 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.

(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) the amount of the Prepetition First Lien Indebtedness, *plus* (2) $5 million in cash on account of certain unencumbered Transferred Assets, *plus* (3) the Wind-Down Amount, *plus* (4) the Stalking Horse Expense Reimbursement (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, *plus* (3) Non-U.S. Sale Transaction Taxes. 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.

(e) **Credit Bid**. The Stalking Horse Bid includes the Stalking Horse Credit Bid and is a Qualified Bid.

Unless otherwise consented to by the Required Consenting First Lien Creditors, any other Acceptable Bidder (including any of the 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, *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 provide at the closing of the applicable Transaction that (a) the Prepetition First Lien Indebtedness, the Stalking Horse Expense Reimbursement, 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.

(f) **Good Faith Deposit**. Each Bid must provide a deposit of ten percent (a "Good Faith Deposit") 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 Prepetition Second Lien Notes Secured Parties; *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. 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 [March 8], 2023, such that the final Good Faith Deposit for the Bid equals ten percent of the Bidder Cash Purchase Price.

(g) **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, 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.

(h) **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.

(i) **Financial Information**. Each Bid must include written evidence from which the Debtors may reasonably conclude that the Acceptable Bidder has the necessary financial 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 proof of any debt funding commitments from a recognized banking institution and, if applicable, 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 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 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).

(j) **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.

(k) **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.

(l) **Authorization**. Each Bid must include written evidence reasonably acceptable to the Debtors 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.

(m) **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.

(n) **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").

(o) **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. Each Acceptable Bidder presenting a Bid will bear its own costs and expenses (including legal fees) in connection with any proposed sale.

(p) **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.

(q) **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.

(r) **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 [February 27], 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 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.

III. Bid Review Process

The Debtors will evaluate Bids submitted by the Bid Deadline, in consultation with the Consultation Parties 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, 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; 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 trust or other consideration for the benefit of opioid claimants or other means to address opioid claims against the Debtors as well as the terms of such trust or mechanism; and

(l) 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 **[March 2], 2023 at 5:00 p.m. (prevailing Eastern Time).** For the avoidance of doubt, unless otherwise consented to by the Required Consenting First Lien Creditors in their sole discretion, a Bid (or sum of Bids) shall not qualify as a Qualified Bid unless such Bid(s) (a) provides for a Bidder Cash Purchase Price that is equal to or exceeds the Minimum Bid Amount and (b) contemplates the indefeasible payment to the Prepetition First Lien Secured Parties at the closing of the applicable Transaction in cash and in at least the dollar amount equivalent of the sum of (i) the Prepetition First Lien Indebtedness, *plus* (ii) the Stalking Horse Reimbursement, *plus* (iii) all outstanding fees and expenses due under the Cash Collateral Order (without duplication of the Stalking Horse Reimbursement), to be paid from the Bidder Cash Purchase Price and/or cash on the Debtors' balance sheet that is not subject to such Bid.

The Debtors reserve the right to, in advance of the Auction, work with: (a) any Prospective Bidder to cure any deficiencies in the Prospective Bidder's Preliminary Bid Documents causing such Prospective Bidder to not initially be deemed an Acceptable Bidder and (b) 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 consult with the Consultation Parties 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 and the Stalking Horse Bidder.

THE AUCTION

If the Debtors make a Sale Acceleration Election, 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 **[March 3], 2023, at [10:00 a.m.] (prevailing Eastern Time)**, or at such other time and location 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 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, 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 Qualified Bidders (along with their respective representatives and advisors) are eligible to participate in 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**. 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, 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, 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, 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 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) the Stalking Horse Reimbursement, *plus* (3) all outstanding fees and expenses due to the Prepetition First Lien Secured Parties under the Cash Collateral Order (without duplication of the Stalking Horse Reimbursement), to be paid from the Bidder Cash Purchase Price and/or cash on the Debtors' balance sheet that is not subject to such Bid.

II. Auction Results

A. Successful Bid

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 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 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 agreed 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 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) the Stalking Horse Reimbursement, *plus* (3) all outstanding fees and expenses due to the Prepetition First Lien Secured Parties under the Cash Collateral Order (without duplication of the Stalking Horse Reimbursement), to be paid from the Bidder Cash Purchase Price and/or cash on the Debtors' balance sheet that is not subject to such Bid.

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; and (f) 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.

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 (a) 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 (b) 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)**. Before the Debtors designate 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, 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 at least one Qualified Bid that is not the Stalking Horse Bid is received by the Debtors, 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), 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, objections solely related to the identity of such Successful Bidder(s), changes to the Stalking Horse Agreement, and adequate assurance of future performance must be filed with the Court and served on the Objection Recipients so as to be received by **4:00 p.m. (Prevailing Eastern Time) on the date that is two calendar days after the date that the Debtors file the Notice of Auction Results**.

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 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 in a manner consistent with their fiduciary duties and applicable law, 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; *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 First Lien Creditors, (ii) reduce or otherwise modify their obligations to obtain consent from the Stalking Horse Bidder or Required Consenting 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 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.**

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.

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 D

Wind-Down Budget

Project Zed
Wind-Down Budget

(USD in $000s, unless otherwise indicated)

Preliminary Wind-Down Budget [1]

		Monthly Run Rate	Total Costs
	PRE-EMERGENCE WIND-DOWN PERIOD (6 MONTHS)		
	Wind-Down Costs		
[2]	Personnel Costs (via TSA)	–	–
[3]	Information Technology Costs	$100	$600
[4]	TSA Costs	–	–
[5]	Governance - US Board Fees/Insurance	50	300
[6]	Governance - Foreign Director Fees/Insurance	241	1,443
[7]	503(b)(9) and Other Administrative Claims	11,167	67,000
[8]	Other Costs	150	900
	Total Wind-Down Costs	**$11,707**	**$70,243**
	Professional Fees		
[9]	Legal Counsel - Primary	$2,000	$12,000
[10]	Legal Counsel – SDNY (Efficiency/Conflicts Counsel)	200	1,200
[11]	Financial Advisor - Primary	1,167	7,000
[12]	Financial Advisor - Data Retention	–	–
[13]	Financial Advisor - Tax	733	4,400
[14]	Other Liquidation Proceeding - FA/Counsel	842	5,300
[15]	Official Opioid Committee - FA/Counsel	TBD	TBD
[16]	Future Claims Rep - FA/Counsel	TBD	TBD
[17]	Unsecured Creditors Committee - FA/Counsel	TBD	TBD
[18]	Bar Date Noticing and Claims Processing	TBD	TBD
[19]	UST Quarterly Fees	100	600
	Total Professional Fees	**$5,042**	**$30,500**
	Contingency	2,850	17,100
	Total Pre-Emergence Wind-Down Costs	**$19,599**	**$117,843**
	POST-EMERGENCE WIND-DOWN PERIOD (3 MONTHS)		
	Professional Fees		
	Legal Counsel - Primary	$500	$1,500
	Legal Counsel - SDNY (Local)	50	150
	Financial Advisor - Primary	292	875
	Financial Advisor - Data Retention	–	–
	Financial Advisor - Tax	183	550
	Other Liquidation Proceeding - FA/Counsel	84	253
	Total Professional Fees	**$1,109**	**$3,328**
	Contingency	300	900
	Total Post-Emergence Wind-Down Costs	**$1,409**	**$4,228**
	Grand Total		**$122,071**

Pre-Emergence Wind-Down Timeframe	6 Months
Post-Emergence Wind-Down Timeframe	3 Months

Project Zed
FOOTNOTES

General:

1. The key assumptions underlying the wind-down budget include:
    a. Sale: All debtor assets are sold and equity of non-debtor entities are sold to a purchaser ("Purchaser"). All (x) administrative claims arising prior to the sale closing, (y) litigation claims reserves and (z) other reserves contemplated by the Restructuring Support Agreement and sale term sheet are assumed to be satisfied as part of the sale closing and are not included in the sizing of the wind-down budget
    b. Liquidation: Chapter 11 liquidating plan
    c. Claims Administration: At sale closing, the debtors will decide whether to proceed with issuing a bar date notice to all general unsecured creditors and undertake related claims processing, taking into account the anticipated recovery to general unsecured creditors and the cost of such notice and processing
    d. Timeline: 6-month timeframe for wind-down (i.e., plan of liquidation process) from the date of the sale-closing, followed by a 3-month post-emergence wind-down period
    e. Remaining Entities: All entities, other than the Indian entities, assumed to remain after the asset sale closing and are part of the wind-down process being contemplated in these materials under a Ch 11 liquidating plan (collectively, the "Remaining Entities")
    f. Regulatory Approvals: This budget assumes that all necessary regulatory requirements are achieved within the 6-month wind-down period. Any incremental regulatory timing delays will result in incremental costs which are not included in this wind-down budget
    g. Remaining Operations / Business: None; all assumed to be part of the sale
    h. Remaining Claims: Certain derivative claims, unencumbered assets, and avoidance causes of action are acquired by Purchaser and are not pursued post-closing
    i. Taxes Arising in Connection with Sale: All non-US taxes arising directly or indirectly from the transaction will be paid pursuant to the Purchase and Sale Agreement ("PSA")
    j. Priority Claims: The Debtors, after consultation with the Ad Hoc First Lien Group, reserve the right to use a portion of the funds under the wind-down budget to settle priority claims
    k. Professional Fees: Assumes all accrued and unpaid professional fees prior to the sale-closing date are paid in full in cash pursuant to the terms under the PSA
    l. Return of Funds: Debtors proposed wind-down budget would provide that any excess cash remaining after dissolution of the Remaining Entities would revert to the Purchaser
    m. Domicile: The location of the Debtors' businesses, including their tax domiciles, remain the same

Wind-Down Costs:

2. **Personnel Costs (via TSA):** Reflects finance, IT and legal personnel who are providing services via the Transition Services Agreement ("TSA") to assist with wind-down workstreams. Wind-down budget assumes these to be provided by the Purchaser at no cost.
3. **Information Technology Costs:** Includes services from an outsourced IT service provider, license and subscription costs. Wind-down budget assumes these to be provided by the Purchaser at no cost.
4. **TSA Costs:** TSA costs for accessing historical records and IT systems. Wind-down budget assumes these to be provided by the Purchaser at no cost. TSA income for services provided by the Remaining Entities to the Purchaser are assumed to be zero for purposes of the wind-down budget
5. **Governance – US Board Fees/Insurance:** Assumes the US board of directors is replaced by two independent directors ($75k/quarter)
6. **Governance – Foreign Director Fees/Insurance:** Includes lower of (i) current payroll cost; or (ii) $75k/quarter for existing directors at Canadian, Ireland, Luxembourg, UK and Bermuda
7. **503(b)(9) and Other Administrative Claims:** Assumes that most of the 503(b)(9) claims and operating costs incurred immediately prior to the sale-closing date that have been incurred but not yet paid are either paid prior to the sale-closing date or are covered separately under the PSA. In the event that the debtors propose to settle any administrative claims arising from the sale transaction, such settlement amount must be funded first from this line and then must be limited to amounts available in the contingency line, unless otherwise agreed to by the Ad Hoc First Lien Group
8. **Other Costs:** Other filing and regulatory fees

Professional Fees:

9. **Legal Counsel – Primary:** Reflects costs for US legal counsel to pursue liquidating chapter 11 plan and satisfy all related Bankruptcy Code requirements for the same, wind-down related activities, coordinate non-U.S. based insolvency proceedings, other bankruptcy court requirements, tax, and regulatory workstreams
10. **Legal Counsel – SDNY (Efficiency/Conflicts Counsel)**: Reflects costs for US conflicts and efficiency counsel in SDNY for remaining bankruptcy-related wind-down work, court filings, monthly operating report reviews court hearings required for the wind-down of the entities, and matters requiring conflicts counsel
11. **Financial Advisor – Primary**: Includes costs for monthly operating reports, TSA cost tracking, wind-down budget reporting, priority, administrative and 503(b)(9) claims reconciliation, overseeing personnel, IT and liquidity management
12. **Financial Advisor – Data Retention:** No costs are estimated as this assumes that the Purchaser adheres to data retention requirements and provides access to all necessary IT systems in order to facilitate the wind-down process

13. **Financial Advisor – Tax**: Reflects all-in global tax advisory fees to complete the relevant forms, preparing supporting calculations and handling associated interactions with global, fed and state taxing authorities. This assumes that the wind-down period does not straddle two tax years, which would otherwise require an incremental $2.4 million per annum
14. **Other Liquidation Proceeding – FA/Counsel)**: Includes Canada, Ireland, Bermuda, Luxembourg, England, and Cyprus
15. **Official Opioid Committee – FA/Counsel:** In the event there is an OOC, a reasonable budget will be agreed to by the parties, or ordered by the court if agreement is not reached, and included in the wind-down budget.
16. **Future Claims Rep – FA/Counsel:** In the event there is an FCR, a reasonable budget will be agreed to by the parties, or ordered by the court if agreement is not reached, and included in the wind-down budget.
17. **Unsecured Creditors Committee – FA/Counsel:** In the event there is an UCC, a reasonable budget will be agreed to by the parties, or ordered by the court if agreement is not reached, and included in the wind-down budget.
18. **Bar Date Noticing and Claims Processing:** Ballot and bar date noticing and POC administration associated costs. In the event it is determined that there is a recovery available for general unsecured creditors, a reasonable budget will be agreed to by the parties taking into account the foregoing costs, or ordered by the court if agreement is not reached, and included in the wind-down budget.
19. **UST Quarterly Fees:** Assumes quarterly fees of (i) 1% of total wind-down budget disbursements (max cap is intentionally ignored to account for multiple entities making disbursements); and (ii) $325 filing fee for [150] legal entities

Exhibit E

Voluntary Opioid Trust Term Sheet

THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ANY KIND. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE UNDER THE RESTRUCTURING SUPPORT AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

Voluntary Opioid Trust Term Sheet

This Voluntary Opioid Trust Term Sheet dated August 16, 2022, by and among the Debtors, the Consenting First Lien Creditors, and the Initial Supporting Governmental Entities (as defined below) describes the proposed settlement of Opioid Claims in connection with the Restructuring contemplated by the Restructuring Support Agreement, as well as certain related implementation and other matters being resolved pursuant to the resolution of Opioid Claims through the establishment of voluntary trusts by the Purchaser (as defined herein) as described herein (the "Voluntary Opioid Trust Settlement"). This Voluntary Opioid Trust Term Sheet incorporates the rules of construction set forth in section 102 of the Bankruptcy Code. Certain capitalized terms used herein are defined in the glossary attached hereto; capitalized terms used but not otherwise defined in this Voluntary Opioid Trust Term Sheet have the meanings assigned in the Restructuring Support Agreement or the Restructuring Term Sheet, as applicable.

This Voluntary Opioid Trust Term Sheet 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 Opioid Trust Settlement, which remain subject to negotiation in accordance with the terms herein and the Restructuring Support Agreement, as applicable.

GENERAL TERMS	
Overview	The Voluntary Opioid Trust Settlement will be implemented in connection with the Sale, consistent with the terms of (a) this Voluntary Opioid Trust Term Sheet, (b) the Restructuring Term Sheet and (c) the Restructuring Support Agreement. The Purchaser will, upon the consummation of a Sale Transaction (as defined in the Restructuring Term Sheet), provide for the establishment of the Public Opioid Settlement Trust (as defined below), which will be settled with the Public Settlement Trust Consideration (as defined below) provided by the Purchaser. As a condition to the participation in the Public Opioid Settlement Trust by a Participating Public Opioid Claimant, such Participating Public Opioid Claimant shall release all of its Opioid Claims against the Debtors, the Purchaser and the other Released Parties and shall be consensually enjoined from asserting any such Opioid Claims against the Debtors, the Purchaser, and the other Released Parties. The Purchaser will also provide for the establishment of a settlement trust in which Private Opioid Claimants will be entitled to participate (the "***Private Opioid Settlement Trust***"), the terms of which shall be subject to definitive documentation in form and substance acceptable

	to the Required Consenting First Lien Creditors and the Purchaser. As a condition to the participation in the Private Opioid Settlement Trust by a Participating Private Opioid Claimant, such Participating Private Opioid Claimant shall release all of its Opioid Claims against the Debtors, the Purchaser and the other Released Parties and shall be enjoined from asserting any such Opioid Claims against the Debtors, the Purchaser, and the other Released Parties. The Purchaser will also provide for the establishment of a settlement trust in which Tribal Opioid Claimants will be entitled to participate (the "***Tribal Opioid Settlement Trust***"), the terms of which shall be subject to definitive documentation in form and substance acceptable to the Required Consenting First Lien Creditors and the Purchaser. It is contemplated that, for efficiency purposes to reduce the administrative costs associated with trust administration, the Tribal Opioid Settlement Trust may be created as a sub-trust to the Public Opioid Settlement Trust. As a condition to the participation in the Tribal Opioid Settlement Trust by a Participating Tribal Opioid Claimant, such Participating Tribal Opioid Claimant shall release all of its Opioid Claims against the Debtors, the Purchaser, and the other Released Parties and shall be enjoined from asserting any such Opioid Claims against the Debtors, the Purchaser, and the other Released Parties.
Support Threshold	The terms memorialized in this Voluntary Opioid Trust Term Sheet are supported by 34 States and the District of Columbia, which States and the District of Columbia (and any subsequently supporting States and Territories) shall enter into the Restructuring Support Agreement (with amendments to be agreed)[1] (the initial supporting States, the "***Initial Supporting Governmental Entities***").[2]
Public Opioid Settlement Trust	Each Opioid Claim held by a Participating Public Opioid Claimant shall be resolved in accordance with the terms, provisions, and procedures of the Public Opioid Trust Documents. The Public Opioid Settlement Trust shall be funded in accordance with the provisions of this Voluntary Opioid Trust Term Sheet. The sole recourse of any Participating Public Opioid Claimant on account of any Opioid Claim shall be to the Public Opioid Settlement Trust, and each such Participating Public Opioid Claimant shall have no right whatsoever at any time to assert any Opioid Claim against any Released Party. For the avoidance of doubt, and as will be provided for in the Sale Order, the Purchaser shall have no liability whatsoever with respect to any Opioid Claim.

[1] As used in this Voluntary Opioid Trust Term Sheet, the term "Restructuring Support Agreement" refers to the Restructuring Support Agreement (or such other support agreement) as may be amended, restated or otherwise executed by the parties consistent with the terms set forth herein.

[2] [NTD: To be finalized based on States and Territories supporting]

	The Public Opioid Settlement Trust will be settled with cash consideration funded by the Purchaser (the "***Public Settlement Trust Consideration***" or "***Gross Public Settlement***") in the aggregate amount of $450,000,000 (such amount, the "***Public Base Settlement Amount***") in the following installment payments on the following dates (the "***Public Settlement Installment Payments***") (subject to adjustment as of the passage of the Public Participation Deadline as set forth below): • The first Public Settlement Installment Payment shall be in the amount of $50,000,000, to be paid on or promptly after the Closing Date. • The next Public Settlement Installment Payments shall be in the amount of $37,500,000, to be paid on each of the first two (2) anniversaries of the Closing Date; • The next Public Settlement Installment Payments shall be in the amount of $40,000,000, to be paid on each of the next two (2) anniversaries of the Closing Date; • The next Public Settlement Installment Payments shall be in the amount of $42,500,000, to be paid on each of the next two (2) anniversaries of the Closing Date; and • The final four (4) Public Settlement Installment Payments shall be in the amount of $40,000,000 each, to be paid on the next four (4) anniversaries of the Closing Date. During the eighteen (18) month period commencing on the Closing Date, the Purchaser shall have the option to prepay in full the then-outstanding amount of the Public Settlement Installment Payments, at a price equal to the present value of the amounts to be prepaid, at the date of prepayment, discounted at a discount rate of twelve (12%) percent per annum (such option, the "***Public Prepayment Option***").[3] Upon the passage of the Public Participation Deadline, the total amount of Public Settlement Trust Consideration shall be fixed in an amount equal to the product of the Public Base Settlement Amount multiplied by the aggregate allocation percentages in the Allocation Table corresponding to the specific States and Territories that have elected to participate in the Voluntary Opioid Trust Settlement in accordance with and subject to the terms of the Public Opioid Trust Documents. For the avoidance of doubt, the Public Base Settlement Amount shall not be subject to increase as a result of disputes among Public Opioid Claimants and/or other parties regarding allocation or other issues with respect to Opioid Claims and/or the Voluntary

[3] Annex A sets forth the prepayment amount as of the end of each of the months after the Closing Date. To the extent a prepayment occurs other than at the end of a month, the prepayment cost shall be calculated as of such day. Exercise of the Prepayment Option shall be subject to a shareholder vote as set forth in and in a manner to be determined in connection with the shareholder agreement of the Purchaser.

	Opioid Trust Settlement.
Public Opioid Settlement Trust -- ***Dividend Payments***	Solely with respect to Public Opioid Settlement Trust, the Public Opioid Trust Documents shall provide that, upon the payment of a dividend to holders of equity interests in the Purchaser (or a parent entity thereof that issues equity interests on the Closing Date), an equal payment must be made to the Public Opioid Settlement Trust, which shall reduce the amount of the outstanding Public Settlement Installment Payments on a dollar-per-dollar basis, with such reduction to be applied to the latest payable Public Settlement Installment Payments still outstanding.
Public Opioid Settlement Trust -- ***Change of Control***	Solely with respect to Public Opioid Settlement Trust, the Public Opioid Trust Documents shall provide that, upon a Change of Control, the Purchaser must either (1) immediately provide the Public Opioid Settlement Trust with a payment equal to the then-outstanding amount of the Public Settlement Installment Payments, which may be paid at a price equal to the present value of such amounts, discounted at a discount rate of twelve (12%) percent per annum, *provided that* such payment would be made within the eighteen (18) month period prescribed by the prepayment options set forth in this Term Sheet (the "***Change of Control Payment***"), or (2) provide for the assumption of the obligation to make Public Settlement Installment Payments by a Qualified Successor.
Public Opioid Settlement Trust – ***Other Covenants***	Solely with respect to Public Opioid Settlement Trust, the Public Opioid Trust Documents shall provide for (i) a limitation on permitted investment by the Obligors, which shall be consistent with terms agreed in any new money indebtedness raised or deemed incurred at or around the Closing Date by any of the Obligors plus a customary level of incremental cushion, consistent with the covenants set forth in this Voluntary Opioid Trust Term Sheet and agreed as part of the Voluntary Opioid Trust Settlement solely with respect to Public Opioid Claims, (ii) a maximum leverage ratio equal to 5.0x, (iii) a limitation on restricted payments by the Obligors which shall be consistent with terms agreed in any new money indebtedness raised or deemed incurred at or around the Closing Date by any of the Obligors plus a customary level of incremental cushion, consistent with the covenants set forth in this Voluntary Opioid Trust Term Sheet and agreed as part of the Voluntary Opioid Trust Settlement solely with respect to Public Opioid Claims, and (iv) reporting requirements, which shall require the provision of periodic reporting materials and notices consistent with the reporting and notice requirements agreed in any new money indebtedness raised or deemed incurred at or around the Closing Date by any of the Obligors.

	No other covenants or similar limitations or restrictions on the Obligors other than those described herein are to be included in Public Opioid Trust Documents.
Private Settlement Trust Consideration	The Private Opioid Settlement Trust will be settled with consideration (the "***Private Settlement Trust Consideration***") in the aggregate amount of $85,000,000 (such amount, the "***Private Base Settlement Amount***") to be funded by the Purchaser on the tenth anniversary of the Closing Date (the "***Private Settlement Payment***") (subject to downward adjustment to be determined based on participation rate as of the Private Participation Deadline). The Purchaser shall have the option to prepay, in full or in part, the then outstanding amount of the Private Settlement Payment, at a price equal to the present value of the amounts to be prepaid, at the date of prepayment, discounted at a discount rate of twelve (12%) percent per annum (such option, the "***Private Prepayment Option***").[4]
Tribal Settlement Trust Consideration	The Tribal Settlement Opioid Trust will be settled with cash consideration funded by the Purchaser (the "***Tribal Settlement Trust Consideration***") in the aggregate amount of $15,000,000 (such amount, the "***Tribal Base Settlement Amount***") in the following installment payments on the following dates (the "***Tribal Settlement Installment Payments***") (subject to downward adjustment to be determined based on participation rate as of the Tribal Participation Deadline). • The first Tribal Settlement Installment Payment shall be in the amount of $1,666,666.67, to be paid on or promptly after the Closing Date. • The next Tribal Settlement Installment Payments shall be in the amount of $1,250,000.00, to be paid on each of the first two (2) anniversaries of the Closing Date; • The next Tribal Settlement Installment Payments shall be in the amount of $1,333,333.33 to be paid on each of the next two (2) anniversaries of the Closing Date; • The next Tribal Settlement Installment Payments shall be in the amount of $1,416,666.67 to be paid on each of the next two (2) anniversaries of the Closing Date; and The final four (4) Tribal Settlement Installment Payments shall be in the amount of $1,333,333.33 each, to be paid on the next four (4) anniversaries of the Closing Date. During the eighteen (18) month period commencing on the Closing

[4] Annex A sets forth the prepayment amount as of the end of each of the months after the Closing Date. To the extent a prepayment occurs other than at the end of a month, the prepayment cost shall be calculated as of such day. Exercise of the Prepayment Option shall be subject to a shareholder vote as set forth in and in a manner to be determined in connection with the shareholder agreement of the Purchaser.

	Date, the Purchaser shall have the option to prepay in full the then-outstanding amount of the Tribal Settlement Installment Payments, at a price equal to the present value of the amounts to be prepaid, at the date of prepayment, discounted at a discount rate of twelve (12%) percent per annum (such option, the "***Tribal Prepayment Option***"). [5]
Participation Procedure	Between the period commencing with the first business day after the execution of the Restructuring Support Agreement by the Initial Supporting Governmental Entities until the Public Participation Deadline, Participating Public Opioid Claimants[6] shall have the opportunity to opt into participation in the Public Opioid Settlement Trust, subject to the terms and conditions of the Public Opioid Trust Documents (including with respect to the releases and injunctive terms described herein and therein). So long as the Restructuring Support Agreement remains in effect as of the date of the Sale Order, Supporting Governmental Entities shall be Participating Public Opioid Claimants and participate in the Voluntary Opioid Trust Settlement and the Public Opioid Settlement Trust, subject to the terms and conditions of the Public Opioid Trust Documents (including with respect to the releases and injunctive terms described herein and therein). Participating Public Opioid Claimants will agree, among other things, as a condition of their participation that they (a) will support, and not directly or indirectly object to, delay, impede, or take any other action to interfere with, the Sale, the other transactions contemplated by the Restructuring Support Agreement or the Restructuring Term Sheet, and any motion or other pleading or document filed, or any order, in relation to the implementation of the Sale and/or the Voluntary Opioid Trust Settlement, (b) will not object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Sale or any of the other transactions contemplated by the Restructuring Support Agreement or the Restructuring Term Sheet, (c) will not violate any Section 105(a) Order, and (d) will not directly or indirectly support, encourage, endorse, propose, approve, or otherwise promote or advance (including through support, endorsement, proposal, approval, promotion, or advancement of or through third parties) any transaction that is an alternative to the Sale or an alternative to any other transactions contemplated by the Restructuring Support Agreement or the Restructuring Term Sheet or an Alternative Proposal; *provided, however,* that the Endo Multi-State Executive

[5] Annex A sets forth the prepayment amount as of the end of each of the months after the Closing Date. To the extent a prepayment occurs other than at the end of a month, the prepayment cost shall be calculated as of such day. Exercise of the Prepayment Option shall be subject to a shareholder vote as set forth in and in a manner to be determined in connection with the shareholder agreement of the Purchaser.

[6] [NTD: Procedures for political subdivision participation to be determined by the parties.]

	Committee (the "***Endo EC***") shall retain the right to object to any Qualified Bid by, or sale to, a third party (*i.e.*, a party other than the Purchaser) irrespective of whether such Qualified Bid and/or sale provides for the establishment of an opioid trust or similar mechanism. For the avoidance of doubt, nothing in the Public Opioid Trust Documents shall be construed to waive or otherwise impact any regulatory approval process required by the States (including their respective state agencies) in connection with the Sale. Any Public Opioid Claimant that has failed to elect to participate in the Voluntary Opioid Trust Settlement, subject to the terms and conditions of the Public Opioid Trust Documents (including with respect to the releases and injunctive terms described herein and therein), shall not be permitted to subsequently participate in the Voluntary Opioid Trust Settlement.
Participation By Prior Settling States in Public Settlement	Any Prior Settling State shall have the opportunity on or before the Public Participation Deadline to opt into participation in the Voluntary Opioid Trust Settlement and the Public Settlement Opioid Trust (an "***Opt-In Prior Settling State***"), subject to the terms and conditions of the Public Opioid Trust Documents (including with respect to the releases and injunctive terms described herein and therein); *provided that* subject to acceptance by the Debtors and approval of the Bankruptcy Court, the Opt-In Prior Settling State permanently and irrevocably returns to the Debtors' estates an amount equal to (i) the settlement funds received prior to the Petition Date less (ii) an amount equal to the Base Settlement Amount multiplied by the allocation percentage for that Prior Settling State in the Allocation Table (the "***Retained Amount***"). An Opt-In Prior Settling State shall retain the Retained Amount, and the retention of the Retained Amount by an Opt-In Prior Settling State shall constitute full satisfaction of the obligation of the Public Opioid Settlement Trust to make distributions to the Opt-In Prior Settling State. Subject to Bankruptcy Court approval, the Opt-In Prior Settling State shall receive a full and complete release from any claim for the return of settlement funds under chapter 5 of the U.S. Bankruptcy Code or otherwise. For any Prior Settling State that chooses not to participate in the Voluntary Opioid Trust Settlement and the Public Settlement Opioid Trust, the Debtors' estates (including its successors and assigns), on the one hand, and the Prior Settling State, on the other hand, shall retain whatever rights and remedies are available to each under applicable law and the respective settlement agreements.
Trust Expenses	All expenses for the administration of the Public Opioid Settlement Trust, related trustees and trustee professionals, and the

	reimbursement of any plaintiffs'/claimants attorneys' fees and costs for any Participating Opioid Claimants (or a group thereof) (other than the Endo EC Professional Fees) (the "***Public Trust Expenses***") shall, in accordance with the Public Opioid Trust Documents, be paid from the Public Settlement Trust Consideration, and shall not be an obligation of the Purchaser, the Obligors, or the Debtors. All expenses for the administration of the Private Opioid Settlement Trust and the Tribal Opioid Settlement Trust, related trustees and trustee professionals, and the reimbursement of any plaintiffs'/claimants attorneys' fees and costs for any Participating Private Opioid Claimants (or a group thereof) or any Participating Tribal Opioid Claimants (or a group thereof) (the "***Non-Public Trust Expenses***") shall, in accordance with the applicable documents governing the Private Opioid Settlement Trust and the Tribal Opioid Settlement Trust, respectively, be paid from the Private Settlement Trust Consideration and the Tribal Settlement Trust Consideration, respectively, and Non-Public Trust Expenses shall not be an obligation of the Purchaser, the Obligors, or the Debtors.
Tax Matters	The Voluntary Opioid Trust Settlement shall be implemented with the objective of maximizing tax efficiency to the Purchaser, including with respect to the availability, location and timing of tax deductions. Each of the Public Opioid Settlement Trust, the Private Opioid Settlement Trust, and the Tribal Opioid Settlement Trust is intended to be treated as a qualified settlement fund for tax purposes and the Parties agree to treat it as such to the extent permitted by applicable law. The Parties intend that payments to the Public Settlement Opioid Trust, the Private Opioid Settlement Trust, and the Tribal Opioid Settlement Trust will 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.
Public Opioid Trust Documents	The Public Opioid Trust Documents shall be in form and substance acceptable to the Required Consenting First Lien Creditors, the Endo EC, and the Debtors; *provided that* approval of such Public Opioid Trust Documents shall not be unreasonably withheld.
Participating Opioid Claimant Release & Injunction	The Sale Order will contain (i) a release by Participating Opioid Claimants and (ii) an injunction enjoining all Opioid Claims of Participating Opioid Claimants against the Released Parties, in each case, substantially on the terms set forth in **Exhibit 1** hereto; *provided that* the injunction of Participating Public Opioid Claimants

	and Opt-In Prior Settling States shall be consensual.[7]
Operating Injunction	The Purchaser and applicable subsidiaries shall be subject to an injunctive order on the terms set forth on **Exhibit 2** hereto (the "***Operating Injunction***").
Sale Process	In connection with the Sale Process, the Bidding Procedures shall provide that the Debtors will take into account whether any Qualified Bid (and any subsequent bid submitted at the Auction) provides for the establishment of an opioid trust or similar mechanism for the benefit of Participating Public Opioid Claimants, as well as the terms of such trust or mechanism.
Document Repository	In addition to the Public Settlement Payments, the Company, on the later of the Closing Date and the effective date of the Debtors' chapter 11 plan, but in any event no later than immediately prior to conversion or dismissal of the chapter 11, or the Purchaser, upon consummation of the Sale Transaction, shall undertake to pay $2.75 million to help defray the costs and expenses of the establishment and maintenance of public document repository (the "***Document Repository***"). All costs and expenses in excess of this amount shall be paid by the Gross Public Settlement. For the avoidance of doubt, this amount is in addition to the Company's obligation to pay the reasonable costs and expenses associated with the review of the Company's documents to be disclosed through the Document Repository, as set forth in the Operating Injunction. Also for the avoidance of doubt, and as set forth in the Operating Injunction, the provisions of the Operating Injunction shall apply to the operation of Endo's opioid business by any subsequent purchaser.
Independence of Public Opioid Settlement	The terms of the Voluntary Opioid Trust Settlement as set forth herein are and will be independent of and not conditioned upon (a) any settlement(s) with Private Opioid Claimants or (b) any settlement(s) being accepted by such Private Opioid Claimants. The Consenting First Lien Creditors, the Debtors and the Endo EC acknowledge that the Endo EC has not negotiated any term of the settlement trusts described herein other than with respect to Public Opioid Claims, and that provisions herein relating to the Tribal Opioid Claimants and Private Opioid Claimants represent a proposal for the establishment of settlement trusts subject to voluntary participation therein by such respective claimants.

[7] [NTD: form of release by governmental entities will be limited to opioid claims.]

Other Settlements	Nothing in this Voluntary Opioid Trust Term Sheet limits the ability of the Debtors or the Required Consenting First Lien Creditors to reach agreements and/or settlements with other creditors (including with respect to opioid-related claims) that do not impair or otherwise change the terms set forth herein.

Glossary of Key Defined Terms

Term	Meaning
Allocation Table	The allocation table attached as Annex B.
Change of Control	As defined in the First Lien Notes Indentures.
Endo EC Professional Fees	The reasonable and documented expenses of, and the professional fees at the prevailing hourly rate incurred by, Pillsbury Winthrop Shaw & Pittman LLP on behalf of the Endo EC, which shall be paid by the Debtors on a timely basis, as well as the fees owed to Houlihan Lokey Capital, Inc. pursuant to its pre-petition agreement with the Debtors relating to its representation of the Endo EC, including the "Deferred Fee" as defined therein, which will be deemed earned upon consummation of the Voluntary Opioid Trust Settlement with respect to the Participating Public Opioid Claimants as set forth in this Voluntary Opioid Trust Term Sheet, and local counsel, if any.
Obligors	Newco, as described in the Restructuring Term Sheet, and all of the restricted subsidiaries of Newco.
Opioid Claim	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 manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, or any of their respective predecessors 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, or any of their respective predecessors 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.
Opioid Trust	Any of the Public Opioid Settlement Trust, the Private Opioid Settlement Trust, or the Tribal Opioid Settlement Trust.
Opioid Trust Documents	Any of the Public Opioid Trust Documents, the Private Opioid Trust Documents, the Tribal Opioid Trust Documents
Participating Opioid Claimants	Participating Public Opioid Claimants, Participating Private Opioid Claimants, and Participating Tribal Claimants.
Participating Private Opioid Claimant	A Private Opioid Claimant that elects to participate in the Private Opioid Settlement Trust on or before the Private Participation Deadline, subject to the terms and conditions of the Private Opioid Trust Documents (including with respect to the releases and injunctive terms described herein and therein), and had not, as of the Private Participation Deadline, received funds on account of a settlement, compromise, or similar agreement with a Released Party in relation to any Opioid Claims.
Participating Public Opioid Claimant	A Participating Public Opioid Claimant is: (1) A Public Opioid Claimant that elects to participate in the Public Opioid Settlement Trust on or before the Public Participation Deadline, subject to the

Term	Meaning
	terms and conditions of the Public Opioid Trust Documents (including with respect to the releases and injunctive terms described herein and therein), and had not, as of the Public Participation Deadline, received funds on account of a settlement, compromise, or similar agreement with a Released Party in relation to any Opioid Claims, or; (2) A Prior Settling State that elects to participate in the Public Opioid Settlement Trust on or before the Public Participation Deadline, subject to the terms and conditions of the Public Opioid Trust Documents (including with respect to the releases and injunctive terms described herein and therein).
Participating Tribal Opioid Claimant	A Tribal Opioid Claimant that elects to participate in the Tribal Opioid Settlement Trust on or before the Tribal Participation Deadline, subject to the terms and conditions of the Tribal Opioid Trust Documents (including with respect to the releases and injunctive terms described herein and therein), and had not, as of the Tribal Participation Deadline, received funds on account of a settlement, compromise, or similar agreement with a Released Party in relation to any Opioid Claims.
Prior Settling State	Any State or Territory that has entered into a settlement, compromise, or similar agreement with the Debtors in relation to its Opioid Claims and has been paid by the Debtors before the Closing Date in respect of such settlement, compromise, or similar agreement.
Private Opioid Claimant	A holder of an Opioid Claim that is not a Governmental Unit (as defined in the Bankruptcy Code) or a Tribe.
Private Opioid Settlement Trust	The trust that is to be established by the Purchaser in accordance with the Private Opioid Trust Documents, which trust will satisfy the requirements of section 468B of the Internal Revenue Code and the Treasury Regulation promulgated thereunder (as such may be modified or supplemented from time to time); *provided*, *however*, that nothing contained herein shall be deemed to preclude the establishment of one or more trusts as determined by the Purchaser to be reasonably necessary or appropriate to provide tax efficiency to the Private Opioid Settlement Trust (and all such trusts shall be referred to collectively as the "Private Opioid Settlement Trust"), so long as the establishment of multiple trusts is not reasonably expected to result in any adverse tax consequences for the Purchaser or any of its present or future subsidiaries.
Private Opioid Trust Documents	The documents governing: (i) the Private Opioid Trust; (ii) any sub-trusts or vehicles that comprise the Private Opioid Trust; (iii) the flow of consideration from the Purchaser or its present or future subsidiaries to the Private Opioid Trust or any sub-trusts or vehicles that comprise the Private Opioid Trust; (iv) submission, resolution, and distribution procedures in respect of all Private Opioid Claims; and (v) the flow of distributions, payments or flow of funds made from the Private Opioid Trust or any such sub-trusts or vehicles after the Closing Date.
Private Participation Deadline	To be determined in accordance with the Private Opioid Trust Documents.
Public Opioid Claimant	A Governmental Unit holder of an Opioid Claim.

Term	Meaning
Public Opioid Settlement Trust	The trust that is to be established by the Purchaser in accordance with the Public Opioid Trust Documents, which trust will satisfy the requirements of section 468B of the Internal Revenue Code and the Treasury Regulation promulgated thereunder (as such may be modified or supplemented from time to time); *provided*, *however*, that nothing contained herein shall be deemed to preclude the establishment of one or more trusts as determined by the Purchaser to be reasonably necessary or appropriate to provide tax efficiency to the Public Opioid Trust (and all such trusts shall be referred to collectively as the "Public Opioid Trust"), so long as the establishment of multiple trusts is not reasonably expected to result in any adverse tax consequences for the Purchaser or any of its present or future subsidiaries.
Public Opioid Trust Documents	The documents governing: (i) the Public Opioid Settlement Trust; (ii) any sub-trusts or vehicles that comprise the Public Opioid Settlement Trust; (iii) the flow of consideration from the Purchaser or its present or future subsidiaries to the Public Opioid Settlement Trust or any sub-trusts or vehicles that comprise the Public Opioid Settlement Trust; (iv) submission, resolution, and distribution procedures in respect of all Public Opioid Settlement Claims; and (v) the flow of distributions, payments or flow of funds made from the Public Opioid Settlement Trust or any such sub-trusts or vehicles after the Closing Date.
Public Participation Deadline	30 days from the entry of the Initial Supporting Governmental Entities into the Restructuring Support Agreement.
Purchaser	A newly formed entity (or its designee or assignee), formed to serve as the stalking horse bidder in connection with the Sale Process.
Qualified Successor	A successor entity to the Obligors that has net leverage less than the greater of (a) the 5.0x maximum allowed net leverage of Newco and (b) Newco's net leverage at the time of the Change of Control.
Released Party	(a) The Debtors, (b) the Non-Debtor Affiliates, (c) the Purchaser and its present and future subsidiaries, (d) each Consenting First Lien Creditor in its capacity as such, and (e) with respect to each of the foregoing Persons in clauses (a) through (d), 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 (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,[8] 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.
Section 105(a) Order	An order under section 105(a) of the Bankruptcy Code enjoining any person or entity from pursuit of any Opioid Claim.
State	Any of the fifty states of the United States of America or the District of Columbia.

[8] [NTD: Parties to discuss exclusions for certain former third party agents and consultants of Endo involved in the production, distribution, marketing, promotion and sale of opioid products.]

Term	Meaning
Territory	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.
Tribal Opioid Claimant	A holder of an Opioid Claim that is a Tribe.
Tribe	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, as provided in the Federally Recognized Tribe List Act of 1994, 25 U.S.C. § 5130, and as periodically listed by the U.S. Secretary of the Interior in the Federal Register pursuant to 25 U.S.C. § 5131; and any "Tribal Organization" as provided in the Indian Self-Determination and Education Assistance Act of 1975, as amended, 25 U.S.C. § 5304(l).
Tribal Participation Deadline	30 days from the entry of the Initial Supporting Governmental Entities into the Restructuring Support Agreement.
Tribal Opioid Settlement Trust	The trust that is to be established by the Purchaser in accordance with the Tribal Opioid Trust Documents, which trust will satisfy the requirements of section 468B of the Internal Revenue Code and the Treasury Regulation promulgated thereunder (as such may be modified or supplemented from time to time); *provided*, *however*, that nothing contained herein shall be deemed to preclude the establishment of one or more trusts as determined by the Purchaser to be reasonably necessary or appropriate to provide tax efficiency to the Tribal Opioid Settlement Trust (and all such trusts shall be referred to collectively as the "Tribal Opioid Settlement Trust"), so long as the establishment of multiple trusts is not reasonably expected to result in any adverse tax consequences for the Purchaser or any of its present or future subsidiaries.
Tribal Opioid Trust Documents	The documents governing: (i) the Tribal Opioid Settlement Trust; (ii) any sub-trusts or vehicles that comprise the Tribal Opioid Settlement Trust; (iii) the flow of consideration from the Purchaser or its present or future subsidiaries to the Tribal Opioid Settlement Trust or any sub-trusts or vehicles that comprise the Tribal Opioid Settlement Trust; (iv) submission, resolution, and distribution procedures in respect of all Opioid Claims held by Tribal Opioid Claimants; and (v) the flow of distributions, payments or flow of funds made from the Tribal Opioid Settlement Trust or any such sub-trusts or vehicles after the Closing Date.

Annex A

Prepayment Amounts

Opioid Settlement Prepayment Option Schedule

Public Prepayment Option Schedule[1,2]

At Closing Date	$273,998,958.42
1-Month Post Closing	226,598,877.81
2-Months Post Closing	228,749,027.64
3-Months Post Closing	230,919,579.79
4-Months Post Closing	233,110,727.87
5-Months Post Closing	235,322,667.30
6-Months Post Closing	237,555,595.36
7-Months Post Closing	239,809,711.22
8-Months Post Closing	242,085,215.91
9-Months Post Closing	244,382,312.40
10-Months Post Closing	246,701,205.55
11-Months Post Closing	249,042,102.21
12-Months Post Closing	213,905,211.15
13-Months Post Closing	215,934,913.41
14-Months Post Closing	217,983,875.09
15-Months Post Closing	220,052,278.94
16-Months Post Closing	222,140,309.45
17-Months Post Closing	224,248,152.85
18-Months Post Closing	226,375,997.14

Private Prepayment Option Schedule

At Closing Date	$27,367,725.11
1-Month Post Closing	27,627,411.79
2-Months Post Closing	27,889,562.58
3-Months Post Closing	28,154,200.86
4-Months Post Closing	28,421,350.24
5-Months Post Closing	28,691,034.55
6-Months Post Closing	28,963,277.84
7-Months Post Closing	29,238,104.38
8-Months Post Closing	29,515,538.70
9-Months Post Closing	29,795,605.54
10-Months Post Closing	30,078,329.87
11-Months Post Closing	30,363,736.91
12-Months Post Closing	30,651,852.12
13-Months Post Closing	30,942,701.20
14-Months Post Closing	31,236,310.09
15-Months Post Closing	31,532,704.96
16-Months Post Closing	31,831,912.27
17-Months Post Closing	32,133,958.70
18-Months Post Closing	32,438,871.18

Tribal Prepayment Option Schedule[3,4]

At Closing Date	$9,133,298.61
1-Month Post Closing	7,553,295.93
2-Months Post Closing	7,624,967.59
3-Months Post Closing	7,697,319.33
4-Months Post Closing	7,770,357.60
5-Months Post Closing	7,844,088.91
6-Months Post Closing	7,918,519.85
7-Months Post Closing	7,993,657.04
8-Months Post Closing	8,069,507.20
9-Months Post Closing	8,146,077.08
10-Months Post Closing	8,223,373.52
11-Months Post Closing	8,301,403.41
12-Months Post Closing	7,130,173.71
13-Months Post Closing	7,197,830.45
14-Months Post Closing	7,266,129.17
15-Months Post Closing	7,335,075.96
16-Months Post Closing	7,404,676.98
17-Months Post Closing	7,474,938.43
18-Months Post Closing	7,545,866.57

Note: Reflects present value of amounts to be prepaid at the date of prepayment, discounted at a 12% discount rate and calculated on a 30/360 basis

1. Assumes the first Public Settlement Installment Payment of $50mm is made 1-month after the Closing Date for illustrative purposes with exact timing to be agreed. Prepayment amounts in this schedule are to be adjusted as necessary to account for the agreed timing of the initial payment
2. Public Prepayment Option as of 1-month post-closing excludes the first Public Settlement Installment Payment of $50mm; Public Prepayment Option as of 12-months post-closing excludes the Public Settlement Installment Payment of $37.5mm due on the first anniversary of the Closing Date.
3. Assumes the first Tribal Settlement Installment Payment of $1,666,666.67 is made 1-month after the Closing Date for illustrative purposes with exact timing to be agreed. Prepayment amounts in this schedule are to be adjusted as necessary to account for the agreed timing of the initial payment
4. Tribal Prepayment Option as of 1-month post-closing excludes the first Tribal Settlement Installment Payment of $1,666,666.67; Tribal Prepayment Option as of 12-months post-closing excludes the Tribal Settlement Installment Payment of $1,250,000 due on the first anniversary of the Closing Date.

Annex B

Allocation Table

[TBD]

Exhibit 1

Opioid Claimant Release

Releases by Holders of Opioid Claims

For good and valuable consideration, the adequacy of which is hereby confirmed, each Participating Opioid Claimant (in its capacity as such) conclusively, absolutely, unconditionally, irrevocably and forever releases and discharges, to the maximum extent permitted by law, as such law may be extended subsequent to the Closing Date, each Debtor, each Non-Debtor Affiliate, the Purchaser, and each Released Party from any and all Opioid Claims,[9] counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims asserted, or assertable on behalf of the Debtors, or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort, contract or any other theory, whether arising under federal, state, territorial, municipal, local, or tribal statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Participating Opioid Claimant or its estate, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons or parties claiming under or through it or them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any other Person based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), their Estates, the Non-Debtor Affiliates (including the management, ownership, or operation thereof), the Opioid Claims, the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), intercompany transactions between or among a Debtor and another Debtor or a Non-Debtor Affiliate, the business or contractual arrangements or interactions between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Closing Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, the use of Cash Collateral, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Closing Date, the Voluntary Opioid Trust Settlement, the Public Opioid Settlement Trust, the Private Opioid Settlement Trust, the Tribal Opioid Settlement Trust, the Public Opioid Trust Documents, the Private Opioid Trust Documents, the Tribal Opioid Trust Documents, the Restructuring Support Agreement (including the exhibits and joinders thereto and any amendments to the Restructuring Support Agreement or any exhibits or joinders thereto) and related transactions, the Sale, or the 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 Public Opioid Settlement Trust, the Private Opioid Settlement Trust, the Tribal Opioid Settlement Trust, the Restructuring Support Agreement (including the exhibits and joinders thereto and any amendments to the Restructuring Support Agreement or any exhibits or joinders thereto), the Sale, and related transactions, the PSA, the filing of the Chapter 11 Cases, the

[9] [NTD: form of release by governmental entities will be limited to opioid claims (*i.e.*, claims relating to the opioid crisis, and not, for example, anti-trust claims relating to opioid products).]

Bidding Procedures Order, the Sale and the pursuit and conduct thereof, the Sale Order and the pursuit thereof, the administration and implementation of the Sale and the PSA, including the issuance or distribution of securities or indebtedness in connection with the Sale, 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. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Closing Date obligations of any party or Entity under the Restructuring Support Agreement, the PSA, or the Public Opioid Trust Documents, the Private Opioid Trust Documents, the Tribal Opioid Trust Documents, or any document, instrument, or agreement executed to implement the Sale or Voluntary Opioid Trust Settlement. The foregoing release will be effective as of the Closing Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and [the Sale Order] shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to the foregoing release by Participating Opioid Claimants.

The Releasing Parties expressly waive and relinquish any and all provisions, rights and benefits conferred by any law of the United States or of any state, territory or tribe of the United States 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."

Participating Opioid Claimant Injunction

Terms. From and after the Closing Date, the sole recourse of any Participating Opioid Claimant on account of its Opioid Claims shall be to the applicable Opioid Trust pursuant to the applicable Opioid Trust Documents, and such Participating Opioid Claimant shall have no right whatsoever at any time to assert its Opioid Claim against any Released Party or any property or interest in property of any Released Party. On and after the Closing Date, all Participating Opioid Claimants 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 applicable Opioid Trust pursuant to the applicable Opioid 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 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 applicable Opioid Trust, except in conformity and compliance with the Opioid Trust Documents.

Reservations. The foregoing injunction shall not stay, restrain, bar, or enjoin the rights of Participating Opioid Claimants in connection with the administration and resolution of its Opioid Claims under the applicable Opioid Trust in accordance with the applicable Opioid Trust Documents.

Forum. The Purchaser or any Released Party shall be permitted to (i) enter these injunctive terms as a consent order in any State or Territory and (ii) seek enforcement of these injunctive terms in the Bankruptcy Court and in courts of competent jurisdiction in any State in which any Participating Opioid Claimant against which enforcement is sought is sovereign,

resides or is domiciled, and sovereign immunity of any such Participating Opioid Claimant in such courts shall be waived in connection with such enforcement.

Exhibit 2

Post-Closing Operating Injunction

ENDO INJUNCTIVE RELIEF TERM SHEET

I. DEFINITIONS

A. "Bankruptcy Code" shall mean title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

B. "Bankruptcy Court" shall mean the United States Bankruptcy Court for [insert district].

C. "Cancer-Related Pain Care" shall mean care that provides relief from pain resulting from a patient's active cancer or cancer treatment as distinguished from treatment provided during remission.

D. "Chapter 11 Cases" shall mean the cases to be commenced by Endo International plc and certain of its direct and indirect subsidiaries in the Bankruptcy Court under chapter 11 of the Bankruptcy Code.

E. "Debtors" shall mean Endo International plc and certain of its direct and indirect subsidiaries, as debtors and debtors-in-possession in the Chapter 11 Cases.

F. "Downstream Customer Data" shall mean transaction information that Endo collects relating to its direct customers' sales to downstream customers, including chargeback data tied to Endo providing certain discounts, "867 data" and IQVIA data.

G. "Effective Date" shall mean the earlier of (1) the consummation of the sale of substantially all of the assets of the Debtors in the Chapter 11 Cases or (2) the effective date of a plan of reorganization for all or substantially all of the Debtors.

H. "End-of-Life Care" shall mean care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.

I. "Endo" shall mean Endo Pharmaceuticals Inc. ("EPI"), Par Pharmaceutical, Inc. ("PPI") and all of their parents, subsidiaries, predecessors, successors, joint ventures, divisions, assigns, officers, directors, agents, partners, principals, current employees, and affiliates acting on behalf of EPI or PPI in the United States.

J. "Endo's Opioid Business" shall mean Endo's business operations relating to the manufacture and sale of Opioid Product(s) in the United States and its territories.

K. "Health Care Provider" shall mean any U.S. based physician or other health care practitioner who is licensed to provide health care services and/or prescribes pharmaceutical products and any medical facility, practice, hospital, clinic, or pharmacy.

L. "Including but not limited to", when followed by a list or examples, shall mean that list or examples are illustrative instances only and shall not be read to be restrictive.

M. "In-Kind Support" shall mean payment or assistance in the form of goods, commodities, services, or anything else of value.

N. "Lobby" and "Lobbying" shall have the same meaning as "lobbying activities" and "lobbying contacts" under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied in that particular state or locality. As used in this document, "Lobby" and "Lobbying" include Lobbying directly or indirectly, through grantees or Third Parties.

O. "Opioid(s)" shall mean all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium. For the avoidance of doubt, the term Opioid shall not include the opioid antagonists naloxone or naltrexone.

P. "Opioid Product(s)" shall mean all current and future medications containing Opioids approved by the U.S. Food & Drug Administration ("FDA") and listed by the Drug Enforcement Administration ("DEA") as Schedule II, III, or IV pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term "Opioid Products(s)" shall not include (i) methadone, buprenorphine, or other substances when used exclusively to treat opioid abuse, addiction, or overdose; 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 DEA-licensed manufacturers or DEA-licensed researchers.

Q. "OUD" shall mean opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5),* as updated or amended.

R. "Participating State(s)" shall mean [insert States/Territories that participate in this settlement].

S. "Petition Date" shall mean the date on which the Chapter 11 Cases are commenced.

T. "Promote," "Promoting," "Promotion," and "Promotional" shall mean dissemination of information or other practices intended or reasonably anticipated to increase sales or prescriptions, or that attempts to influence prescribing practices of Health Care Providers in the United States.

U. "Qualified Researcher" shall mean any researcher holding a faculty appointment or research position at an institution of higher education, a research organization, a nonprofit organization, or a government agency.

V. "Suspicious Order" shall have the same meaning as provided by the Controlled Substances Act, 21 U.S.C. §§ 801-904, and the regulations promulgated thereunder and analogous state laws and regulations.

W. "Third Party" shall mean any person or entity other than Endo or a government entity.

X. "Treatment of Pain" shall mean the provision of therapeutic modalities to alleviate or reduce pain.

Y. "Unbranded Information" shall mean any information that does not identify a specific branded or generic product(s).

II. SCOPE

A. The provisions of this Agreement shall apply immediately upon the Petition Date, but for Sections IV and VI, which shall apply immediately upon the Effective Date. The provisions of this Agreement shall apply both while Endo is in bankruptcy and after Endo emerges from bankruptcy, and they shall apply to the operation of Endo's Opioid Business by any subsequent purchaser (regardless of whether Endo is sold through the bankruptcy process or after bankruptcy, and regardless whether the purchaser buys all or just a portion of Endo's Opioid Business). For the avoidance of doubt, nothing in this Agreement applies to the operation of a subsequent purchaser's pre-existing opioid business.

B. In connection with its Chapter 11 Cases, Endo consents to the entry of a final judgment or consent order, effective upon the Effective Date, imposing all of the provisions of this Agreement in state court in each of the Participating States. During the pendency of the Chapter 11 Cases, this Agreement is enforceable in the Bankruptcy Court. After the Effective Date, this Agreement is enforceable in state court in each of the Participating States. Endo agrees that seeking entry or enforcement of such a final judgment or consent order will not violate any other injunctions or stays that it will seek, or that may otherwise apply, in connection with its Chapter 11 Cases.

III. INJUNCTIVE RELIEF

A. General Provisions

1. Endo shall not make any written or oral statement about Opioids that is false, misleading, deceptive, unfair or unconscionable.
2. Subject to subsections III.C.2, 4, 6 and 7, III.E.9 and III.F.4 below, Endo shall not make any written or oral statement that any product with an FDA-approved indication for the "relief of pain" or "management of pain" should be used in combination with Opioids to improve efficacy in the Treatment of Pain.

3. Endo shall not represent that Opioids have approvals, characteristics, uses, benefits, or qualities that they do not have.

B. Ban on Certain High Dose Opioids

1. Endo shall not commence manufacturing, Promoting, or distributing any Opioid Product that exceeds 30 milligrams of oxycodone per pill. For the avoidance of doubt, this restriction shall not apply to the manufacture or distribution of injectable Opioid products used primarily in hospice, hospital, or other inpatient settings.

C. Ban on Promotion

1. Endo shall not engage in Promotion of Opioids or Opioid Products, including but not limited to, by:

   a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers, patients, or members of pharmacy and therapeutics committees or other persons involved in determining the Opioid Products included in formularies;

   b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;

   c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioids or Opioid Products;

   d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;

   e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;

   f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; or

   g. Engaging in Internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an Internet search or otherwise be more visible or more accessible to the public on the Internet.

2. Notwithstanding subsection III.C.1 directly above, Endo may:

a. Maintain a corporate website;

b. Maintain a website that contains principally the following content for any Opioid Product: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in the state where the information is provided;

d. Provide the following by mail, electronic mail, on or through Endo's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in the state where the information is provided;

e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011), as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009), as updated or amended by the FDA;

f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;

g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;

h. Provide information relating solely to the pricing of any Opioid Product;

i. Provide information, through a product catalog or similar means, related to an Opioid or Opioid Product, including, without limitation, pricing information, weight, color, shape, packaging size, type, reference listed drug, National Drug Code ("NDC") label, and such other descriptive information (including information set forth in a standard Healthcare Distribution Alliance Form or technical data sheet and the FDA approval letter) sufficient to identify the products available, to place an order for a product, and to allow the product to be loaded into a customer's inventory and ordering system or Third Party pricing compendia;

j. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Endo as the source of the information; and

k. Provide rebates, discounts, and other customary pricing adjustments to DEA-registered customers and contracting intermediaries, such as Buying Groups, Group Purchasing Organizations, and Pharmacy Benefit Managers, except as prohibited by section III.G.

3. Except as permitted in subsection III.C.4 below, Endo shall not engage in the Promotion of products for the treatment of Opioid-induced side effects (for the avoidance of doubt, "Opioid-induced side effects" does not include addiction to Opioids or Opioid Products), including but not limited to:

a. Employing or contracting with sales representatives or other persons to Promote products for the treatment of Opioid-induced side effects to Health Care Providers or patients;

b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote products for the treatment of Opioid-induced side effects;

c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote products for the treatment of Opioid-induced side effects; or

d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote products for the treatment of Opioid-induced side effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.

4. Notwithstanding subsection III.C.3 directly above, Endo may Promote products for the treatment of Opioid-induced side effects (i) so long as such Promotion does not associate the product with Opioids or Opioid Products, or (ii) where such Promotion concerns a product's indication to reverse overdoses and/or treat Opioid addiction. Nothing herein shall prevent Endo from linking to the FDA label associated with a product.

5. Treatment of Pain

   a. Endo shall not, either through Endo or through Third Parties, engage in Promotion of the Treatment of Pain in a manner that encourages the utilization of Opioids or Opioid Products.

   b. Endo shall not, either through Endo or through Third Parties, Promote the concept that pain is undertreated in a manner that encourages the utilization of Opioids or Opioid Products.

   c. Endo shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or otherwise Promotes Opioids or Opioid Products.

6. Notwithstanding subsection III.C.5 directly above, Endo may Promote or provide educational information about the Treatment of Pain with non-Opioid products or therapies, including Promoting or providing educational information about such non-Opioid products or therapies as alternatives to Opioid use so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.

7. Nothing herein shall prevent Endo from sponsoring or providing financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy ("REMS") program or other federal or state law or regulation applicable in the state where the program is provided through an independent Third Party, which shall be responsible for the continuing medical education program's content without the participation of Endo.

D. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Endo shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products. For the avoidance of doubt, this provision shall not prohibit financial incentives (*e.g.*, customary raises or bonuses) based on the performance of the overall company or branded, generics, or sterile injectable business segments, as measured by EBITDA, revenue, cash flow, or other similar financial metrics.

2. Endo shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly to or from any person in return for the prescribing, sale, or use of an Opioid Product. For the avoidance of doubt, this provision shall not prohibit rebates or chargebacks to the extent permitted by other provisions of this Agreement.

3. Endo's compensation policies and procedures shall ensure compliance with this Agreement.

E. Ban on Funding/Grants to Third Parties

1. Subject to subsections III.C.2, 4, 6 and 7, Endo shall not, directly or indirectly, provide financial support or In-Kind Support to any Third Party for Promotion of or education about Opioids, Opioid Products, products indicated for the treatment of Opioid-induced side effects, or the Treatment of Pain. For the avoidance of doubt, this provision does not prohibit support expressly allowed by this Agreement or required by a federal or state agency. This provision does not prohibit an accredited independent continuing medical education grant related to TLC599 or Lidoderm (or any other non-Opioid products or therapies that Endo and the Participating States may subsequently agree shall not be subject to this provision) given in accordance with the Standards for Integrity and Independence in Accredited Continuing Education of the ACCME.

2. Endo shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids, Opioid Products, or the Treatment of Pain. This provision does not prohibit an accredited independent continuing medical education grant related to TLC599 or Lidoderm (or any other non-Opioid products or therapies that Endo and the Participating States may subsequently agree shall not be subject to this provision) given in accordance with the Standards for Integrity and Independence in Accredited Continuing Education of the ACCME.

3. Subject to subsections III.C.2, 4, 6 and 7, Endo shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, products indicated for the treatment of Opioid-induced side effects, or the Treatment of Pain.

4. Endo shall not use, assist, or employ any Third Party to engage in any activity that Endo itself would be prohibited from engaging in pursuant to this Agreement.

5. Endo shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the

purpose or reasonably foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.

6. Endo shall not compensate or provide In-Kind Support to Health Care Providers (other than Endo employees) or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payers, *i.e.*, any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers. Nothing in this provision, however, prohibits Endo from using independent contractors who operate under the direction of Endo to provide information to a payor, formulary committee, or other similar entity as permitted in subsection III.C.2, provided that any such persons are bound by the terms of this Agreement. Nor does this provision prohibit the payment of customary rebates or other pricing concessions to third-party payers, including state Medicaid programs, as part of an overall pricing agreement.

7. No officer or management-level employee (vice president-level or above) of Endo may concurrently serve as a director, board member, employee, agent, or officer of any entity (other than Endo International plc or a direct or indirect wholly-owned subsidiary thereof) that primarily engages in conduct that Promotes Opioids, Opioid Products, products indicated for the treatment of Opioid-related side effects, or the Treatment of Pain. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Endo from concurrently serving on the board of a hospital.

8. Endo shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity (other than Endo International plc or a direct or indirect wholly-owned subsidiary thereof) that primarily engages in conduct that Promotes Opioids, Opioid Products, products indicated for the treatment of Opioid-induced side effects, or products indicated for the Treatment of Pain. For the avoidance of doubt, nothing in this paragraph shall prohibit Endo from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or board member at any such entity.

9. For the avoidance of doubt:

   a. Nothing in this section III.E shall be construed or used to prohibit Endo from providing financial or In-Kind Support to:

      i medical societies and patient advocate groups who are principally involved in issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose; or

ii universities, medical institutions, or hospitals, for the purpose of addressing, or providing education on, issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose.

b. The prohibitions in this section III.E shall not apply to engagement with Third Parties based on activities related to (i) medications with an FDA-approved label that lists only the treatment of opioid abuse, addiction, dependence and/or overdose as their "indications and usage," to the extent they are sold to addiction treatment facilities; (ii) raw materials, APIs and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials, APIs and/or immediate precursors are sold or marketed exclusively to DEA registrants or sold outside the United States or its territories; or (iii) education warning about drug abuse or promoting prevention or treatment of drug misuse.

c. Endo will be in compliance with subsections III.E.2 and III.E.3 with respect to support of an individual Third Party to the extent that a Participating State determines that such support does not increase the risk of the inappropriate use of Opioids and that Endo has not acted for the purpose of increasing the use of Opioids.

F. Lobbying Restrictions

1. Endo shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:

   a. encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids; or

   b. pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.

2. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:

   a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;

b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;

c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;

d. The limitation of initial prescriptions of Opioids to treat acute pain;

e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;

f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;

g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or

h. The implementation or use of Opioid drug disposal systems.

3. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of prescription drug monitoring programs ("PDMPs"), including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.

4. Notwithstanding the foregoing restrictions in subsections III.F.1-3, the following conduct is not restricted:

a. Lobbying against the enactment of any provision of any state, federal, municipal, or county taxes, fees, assessments, or other payments;

b. Challenging the enforcement of, or suing for declaratory or injunctive relief with respect to legislation, rules or regulations referred to in subsection III.F.1;

c. Communications made by Endo in response to a statute, rule, regulation, or order requiring such communication;

d. Communications by an Endo representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a

result of a mandatory order or subpoena commanding that person to testify;

e. Responding, in a manner consistent with this Agreement, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Endo from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation;

f. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections III.F.1-3, so long as Endo does not support specific portions of such legislation or regulation covered by subsection III.F.1 or oppose specific portions of such legislation or regulation covered by subsections III.F.2-3;

g. Making a public comment to a federal or state agency in response to a Federal Register or similar notice or an unsolicited federal or state legislative committee request for public comment on proposed legislation;

h. Responding to requests from the DEA, the FDA, or any other federal or state agency or legislative or administrative body, and/or participating in FDA or other agency panels at the request of the agency; and

i. Participating in meetings and other proceedings before the FDA, FDA advisory committee or other FDA committee in connection with the approval, modification of approval, or oversight of Endo's own products.

5. Endo shall provide notice of the prohibitions in section III.F to all employees engaged in Lobbying; incorporate the prohibitions in section III.F into trainings provided to Endo employees engaged in Lobbying; and certify that it has provided such notice and trainings to Endo employees engaged in Lobbying.

G. Ban on Prescription Savings Programs

1. Endo shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.

2. Endo shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.

3. Endo shall not directly or through Third Parties assist patients, Health Care Providers, or pharmacies regarding the claims and/or prior authorization process required for third party payers to approve claims involving any Opioid Product.

H. Monitoring and Reporting of Direct and Downstream Customers

1. Endo shall operate an effective monitoring and reporting system in compliance with 21 C.F.R. § 1301.71(a), 21 C.F.R. §1301.74(b), 21 U.S.C. § 823(d) and Section 3292 of the SUPPORT for Patients and Communities Act that shall include processes and procedures that:

    a. Utilize all reasonably available transaction information to identify a Suspicious Order of an Opioid Product by a direct customer;

    b. Utilize all reasonably available Downstream Customer Data to identify whether a downstream customer poses a material risk of diversion of an Opioid Product;

    c. Utilize all information Endo receives that bears upon a direct customer's or a downstream customer's diversion activity or potential for diversion activity, including reports by Endo's employees, customers, Health Care Providers, law enforcement, state, tribal, or federal agencies, or the media; and

    d. Upon request of the Attorney General or controlled substances regulatory agency of a Participating State (unless otherwise required by law), report to such requesting State Attorney General or agency any direct customer or downstream customer in such State identified as part of the monitoring required by (a)-(c), above, and any customer relationship in such State terminated by Endo relating to diversion or potential for diversion. These reports shall include the following information, to the extent known to Endo:

        i The identity of the downstream registrant and the direct customer(s) identified by Endo engaged in the controlled substance transaction(s), to include each registrant's name, address, business type, and DEA registration number;

        ii The dates of reported distribution of controlled substances by direct customers to the downstream registrant during the relevant time period;

        iii The drug name, drug family or NDC and dosage amounts reportedly distributed;

        iv The transaction or order number of the reported distribution; and

        v A brief narrative providing a description of the circumstances leading to Endo's conclusion that there is a risk of diversion.

2. Endo shall not provide to any direct customer an Opioid Product to fill an order identified as a Suspicious Order unless Endo investigates and finds that the order is not suspicious.

3. Upon request, Endo shall promptly provide reasonable assistance to law enforcement investigations of potential diversion and/or suspicious circumstances involving Opioid Products in the United States.

4. Endo agrees that it will refrain from providing an Opioid Product directly to a retail pharmacy or Health Care Provider. For avoidance of doubt, "retail pharmacy" does not include pharmacies directly affiliated with medical insurance companies that principally fill prescriptions by mail delivery or private delivery services such as UPS or FedEx.

I. Miscellaneous Terms

1. To the extent that any provision in this Agreement conflicts with federal or relevant state law or regulation, the requirements of the law or regulation will prevail. To the extent that any provision in this Agreement is in conflict with federal or relevant state law or regulation such that Endo cannot comply with both the law or regulation and the provision of this Agreement, Endo may comply with such law or regulation. In the event Endo identifies such a conflict, it shall provide written notice to the Attorney General of the relevant State(s) pursuant to section V.D below.

2. The Participating States and Endo enter into this Agreement solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession concerning the strength or weakness of any claim or defense, or concerning any other matter of fact or law. Endo expressly denies any violation of law, rule, or regulation or any liability or wrongdoing. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Endo. Nor shall any part of this Agreement be construed as approval by any Participating State of any prior business act or practice. This Agreement is not intended for use by any Third Party for any purpose, including submission to any court for any purpose.

3. For the avoidance of doubt, this Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available to Endo in any action, and nothing in this Agreement shall be construed or used to prohibit Endo in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in litigation or other legal or administrative proceedings.

4. Nothing in this Agreement shall be construed to limit or impair Endo's ability (a) to communicate its positions and respond to media inquiries concerning litigation, investigations, reports, or other documents or proceedings relating to Endo or its Opioid Products, or (b) to maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products.

5. Upon the request of the Attorney General of any Participating State Endo shall provide the Attorney General of such Participating State with copies of the following, within 30 days of the request:

   a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Endo's Opioid Product(s); and

   b. Warning or untitled letters issued by the FDA regarding Endo's Opioid Product(s) and all correspondence between Endo and the FDA related to such letters.

6. The parties by stipulation may agree to a modification of this Agreement, which modified agreement shall be presented to the court specified in section II.B for approval; provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both Endo and the Attorney(s) General of the Participating State(s).

J. Compliance with Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid or Any Opioid Product

1. Subject to subsection III.I.1 above, Endo shall comply with all applicable laws and regulations that relate to the sale, Promotion, distribution, and disposal of any Opioid or any Opioid Product, including but not limited to:

   a. [State] Controlled Substances Act, including all guidance issued by the applicable state regulator(s) and related regulations;

   b. The Federal Controlled Substances Act, including all guidance issued by the DEA;

   c. The Federal Food, Drug and Cosmetic Act, or any regulation promulgated thereunder;

   d. FDA Guidances;

   e. [State] Consumer Protection Laws; and

   f. [State] laws and regulations related to opioid prescribing, distribution, and disposal.

2. For avoidance of doubt, this section J shall not apply to products that Endo stopped selling prior to the Petition Date.

IV. CLINICAL DATA TRANSPARENCY

A. Data to Be Shared

1. Endo shall continue to share summaries of the results of all prior Endo-Sponsored Studies through its publicly available website (see http://www.endo.com/endopharma/r-d/clinical-resarch):

    a. "Endo-Sponsored Studies" means pre-marketing clinical research and post-marketing clinical research that Endo "takes responsibility for and initiates" as "sponsor," as "sponsor" is defined in 21 C.F.R. § 312.3(b), and that involves an intervention with human subjects with an Opioid Product.

    b. The summaries shall be truthful and balanced and may include redactions to protect personal identifying information, trade secret and confidential commercial information, and information that may provide a road map for defeating a product's abuse-deterrent properties.

2. With respect to any Endo-Sponsored Studies relating to any new Endo Opioid Product, whether acquired or developed, or any new indication for an Endo Opioid Product sold by Endo as of the Petition Date, Endo shall, within 30 days after regulatory approval or 18 months after study completion, whichever occurs later, make the following clinical data available through a third-party data archive that makes clinical data available to Qualified Researchers with a bona fide scientific research proposal:

    a. Fully analyzable data set(s) (including individual de-identified participant-level data);

    b. The clinical study report(s) redacted for commercial or personal identifying information;

    c. The full protocol(s) (including the initial version, final version, and all amendments); and

    d. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes) and analytic code.

3. With respect to any Endo-Sponsored Studies relating to Opana or Opana ER conducted prior to the Petition Date, information required in subsection IV.A.2 above shall be made available as described in that subsection within 60 days after the Effective Date.

B. Third-Party Data Archive

a. The third-party data archive referenced above shall have a panel of reviewers with independent review authority to determine whether the researchers are qualified, whether a research application seeks data for bona fide scientific research, and whether a research proposal is complete.

b. The panel may exclude research proposals with a commercial interest.

c Endo shall not interfere with decisions made by the staff or reviewers associated with the third-party data archive.

d. Any data sharing agreement with a Qualified Researcher who receives shared data via the third-party data archive shall contain contact information for Endo's pharmacovigilance staff. Every agreement shall require the lead Qualified Researcher to inform Endo's pharmacovigilance staff within 24 hours of any determination that research findings could bear on the risk-benefit assessment regarding the product. The lead Qualified Researcher may also share findings bearing on the risk-benefit assessment regarding the product with regulatory authorities. Endo's pharmacovigilance staff shall take all necessary and appropriate steps upon receipt of such safety information, including but not limited to notifying the appropriate regulatory authorities or the public.

e. Endo shall bear all costs for making data and/or information available to the third-party data archive.

V. ENFORCEMENT

A. For the purpose of resolving disputes with respect to Endo's compliance with this Agreement, should any Participating State have a reasonable basis to believe that Endo has engaged in a practice that violates a provision of this Agreement, such Participating State shall notify Endo in writing of the specific objection, identify with particularity the provision of the Agreement that the practice allegedly violates, and give Endo thirty (30) days to respond in writing to the notification; provided, however, that any Participating State may take any action authorized by law if such Participating State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.

B. Upon receipt of written notice, Endo shall provide a good-faith written response to the applicable Participating State's notification, containing either a statement explaining why Endo believes it is in compliance with the relevant provision of the Agreement, or a detailed explanation of how the alleged violation occurred and a statement explaining how and when Endo intends to remedy or has remedied the alleged breach. Nothing in this section shall be interpreted to limit a Participating State's investigative authority with respect to conduct occurring after the Effective Date, to the extent such authority exists

under applicable law, after providing Endo an opportunity to respond to the notification described in section V.A above, and Endo reserves all of its rights in responding to a Civil Investigative Demand (CID) or investigative subpoena issued pursuant to such authority.

C. The applicable Participating State may agree, in writing, to provide Endo with additional time beyond thirty (30) days to respond to a notice provided under section V.A above.

D. In the event of a conflict between the requirements of the Agreement and any other law, regulation, or requirement such that Endo cannot comply with the law without violating the terms of the Agreement or being subject to adverse action, including fines or penalties, Endo shall document such conflicts and notify the applicable Participating State of the extent to which Endo will comply with the Agreement in order to eliminate the conflict within thirty (30) business days of Endo's discovery of the conflict. Endo shall comply with the terms of the Agreement to the fullest extent possible without violating the law.

E. Endo or a Participating State may request that Endo and such Participating State meet and confer regarding the resolution of an actual or potential conflict between the Agreement and any other law, or between interpretations of the Agreement by different courts. In the event such Participating State disagrees with Endo's interpretation of the conflict, such Participating State reserves the right to pursue any remedy or sanction that may be available regarding compliance with this Agreement. Nothing herein is intended to modify or extend the jurisdiction of any judicial authority as provided by law.

F. During the pendency of the Chapter 11 Cases, any (i) assertion of claims that Endo has violated the Agreement, (ii) commencement of any separate civil action to enforce compliance with this Agreement or (iii) assertion of other rights relating to or arising out of this Agreement, in each case, by a Participating State or any interested party shall be asserted in or brought before the Bankruptcy Court, and the Bankruptcy Court shall have exclusive jurisdiction over such action.

G. After the Effective Date, and subject to the notice provision and exception thereto described in section V.A above, the applicable Participating State shall be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody, or control of Endo that relate to Endo's compliance with the relevant provision of the Agreement pursuant to such Participating State's CID or investigative subpoena authority and may assert any claim that Endo has violated the Agreement in a separate civil action to enforce compliance with this Agreement.

VI. PUBLIC DISCLOSURE

A. Definitions

As used in this section:

"Document(s)" means original or duplicate writings, recordings, or photographs as defined in Federal Rule of Evidence 1001.

"Endo Witness" means a witness who testified, whether at deposition or trial, in his or her capacity as a current or former Endo employee.

"Opioid-Related Action" means any of the following: the Opioid Multi-District Litigation (*In re Nat'l Prescription Opiate Litig.*, No. 1:17-MD-2804 (N.D. Ohio)); any of the constituent cases pending in the Opioid Multi-District Litigation; and any action pending in any other forum in the United States or its territories that asserts claims substantially similar to the foregoing in a forum other than the Opioid Multi-District Litigation. For avoidance of doubt, a case that asserts antitrust- or patent-based claims is not an Opioid-Related Action for purposes of this section.

"Testimony" means any writing or recording of sworn testimony taken of an Endo Witness during a court proceeding or deposition in an Opioid Related Action.

B. Documents Subject to Public Disclosure

1. Endo shall provide the following Documents to the Participating States for public disclosure in perpetuity, except for the redactions authorized by section C:

    a. All Documents and privilege logs Endo produced to any of the Participating States in Opioid-Related Actions, in response to opioid-related investigative demands, or in response to other formal or informal opioid-related production requests, prior to the Petition Date.

    b. All Documents and privilege logs Endo produced in the Opioid Multi-District Litigation (*In re Nat'l Prescription Opiate Litig.*, No. 1:17-MD-2804 (N.D. Ohio)) prior to the Petition Date.

    c. All Testimony from the matters identified in paragraphs B.1.a and B.1.b.

    d. Notwithstanding the foregoing, Endo need not provide a Document that is a duplicate of another Document that it provides to the Participating States. The parties shall work cooperatively to identify an efficient, timely, and cost-effective means of identifying duplicate Documents that need not be provided.

2. All documents produced under this provision shall be provided in electronic format with all related metadata to the extent that such metadata are not exempt from public disclosure under section VI.C. Endo and the Participating States will work cooperatively to develop technical specifications for the productions. Certain details related to requirements set forth in this subsection and in

subsections C and D below shall be delineated by letter agreement between Endo and a Participating State at a later date as authorized by the Bankruptcy Court.

C. Information That May Be Redacted

The following categories of information are exempt from public disclosure:

1. Information subject to trade secret protection. A "trade secret" is information, including a formula, pattern, compilation, program, device, method, technique or process, that (a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Even if the information falls within the definition, "trade secret" does not include information or communications concerning the sale, marketing, or promotion of Opioid Products.

2. Confidential personal information. "Confidential personal information" means individual Social Security or tax identification numbers, personal financial account numbers, passport numbers, driver license numbers, home addresses, personal telephone numbers, personal email addresses, and other personally identifiable information protected by law from disclosure. "Confidential personal information" does not include the names of prescribers or of officers, directors, employees, agents, attorneys, or consultants of Endo or of a government agency.

3. Information that is inappropriate for public disclosure because it is subject to personal privacy interests recognized by law (e.g., HIPAA), or the confidentiality interests of third parties that Endo may not abrogate.

4. Information regarding Endo employees' personal matters unrelated to Endo (including emails produced by Endo custodians discussing vacation or sick leave, family, or other personal matters), or such other matters on which Endo and the Participating States may agree. For avoidance of doubt, no Endo employee shall be construed to be a third-party beneficiary of this Agreement based on this exemption.

5. Information subject to the attorney-client privilege, work product protection, or other legally valid privilege.

D. Redaction of Documents Containing Protected Information

1. Whenever a Document contains information subject to an exemption under section C, Endo must provide the Document in redacted form and indicate the basis for each such redaction in the Document's metadata. Endo shall narrowly

tailor its redactions so as to protect only the information that is exempt from disclosure under section C. The redacted documents produced by Endo may be publicly disclosed in accordance with Section F below.

2. Endo must provide to the Participating States a redaction log identifying the basis for each redaction, with sufficient detail to allow assessment of the redaction's merits. The log is subject to public disclosure in perpetuity. The log shall be produced simultaneously with the production of documents required by Section G.

3. In addition to the redacted documents, Endo shall, upon the Participating States' request, also produce to the Participating States all documents identified in section B above in unredacted form (except for redactions pursuant to section C.5 above). Such unredacted documents shall be available only to the Participating States unless Endo's claim of exemption under section C is successfully challenged in accordance with this section, or the trade secret designation expires in accordance with section E.

4. Anyone, including members of the public and the press, may challenge the appropriateness of redactions by providing written notice to Endo and a Participating State, which Participating State shall review the challenge and inform Endo of whether the challenge has sufficient merit to warrant triggering the remaining provisions of this paragraph. If the challenge is not resolved by agreement, it must be resolved in the first instance by a third party to be jointly appointed by the Participating States and Endo to resolve such challenges. The decision of the third party may be appealed to a court with enforcement authority over this Agreement. If not so appealed, the third party's decision is final. In connection with such challenge, a Participating State may provide copies of relevant unredacted documents to the parties or the decisionmaker, subject to appropriate confidentiality and/or in camera review protections, as determined by the decisionmaker. Each party shall bear its own costs in any such redaction challenge process.

E. Review of Trade Secret Redactions

Seven years after the Effective Date, Endo (or any purchaser of substantially all of Endo's assets) shall review all assertions of trade secret protection made in accordance with section C.1 and provide the Participating States with a correspondingly updated redaction log in the same format as the initial redaction log required by section D. Any newly unredacted documents may then be publicly disclosed by the Participating States in accordance with section F.

F. Public Disclosure through a Document Repository

Each Participating State may publicly disclose all Documents subject to public disclosure pursuant to this section through a public repository maintained by a governmental, non-profit, or academic institution or entity. Each Participating State may specify the terms of any such

repository's use, protection, and preservation of those Documents, including allowing the repository to index, screen, and make searchable all Documents subject to public disclosure.

G. Timeline for Production

Endo must produce all required Documents within nine months from the Effective Date. This timeline may be extended by written agreement between Endo and the Participating State(s) taking delivery of Endo's Documents pursuant to section F.

H. Costs

Endo shall pay the reasonable costs and expenses associated with the review of Endo's Documents subject to public disclosure. In addition, Endo shall pay $2.75 million on the Effective Date, but in any event no later than immediately prior to the conversion or dismissal of the Chapter 11, to help defray the costs and expenses of the establishment and maintenance of the public document repository. All costs and expenses in excess of this amount shall be paid by the Gross Public Settlement. For the avoidance of doubt, this amount is in addition to the Company's obligation to pay the reasonable costs and expenses associated with the review of the Company's documents to be disclosed through the public document repository.

VII. COMPLIANCE TERM

A. Unless addressed in section VII.B, each provision of this Agreement shall apply for 8 years from the Petition Date.

B. The provisions of section III.A ("General Provisions"), section III.C ("Ban on Promotion"), section III.D ("No Financial Reward or Discipline Based on Volume of Opioid Sales"), section III.G ("Ban on Prescription Savings Programs"), section III.H ("Monitoring and Reporting of Direct and Downstream Customers"), section III.I ("Miscellaneous Terms"), section III.J ("Compliance with Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid or Any Product Indicated for the Treatment of Pain"), and section VI ("Public Disclosure") shall not be subject to any term.

Exhibit F

Other Material Terms of Stalking Horse Bid

Other Material Terms of Stalking Horse Bid	
Representation and Warranties	PSA to include customary representations and warranties made by the Purchaser and Sellers with customary materiality qualifiers and lookback periods, including with respect to the Purchaser, due authorization of Stalking Horse Bidder *vis a vis* the Required Holders and investigation and reliance.
Interim Operating Covenants	Except (1) as otherwise contemplated by the PSA, (2) as scheduled, (3) as required by the Bankruptcy Code or by order of the Bankruptcy Court, (4) as otherwise required by law or any order, or (5) with the prior written consent of the Required Consenting First Lien Creditors (which consent will not be unreasonably withheld, conditioned or delayed), from the date of execution of the PSA until the Closing Date, the Sellers will: • conduct the Business in the ordinary course of business in all material respects; and • use commercially reasonable efforts to preserve the material business relationships with customers, suppliers, distributors and others with whom the Sellers deal in the ordinary course of business. Subject to the exceptions set forth above and customary ordinary course or materiality thresholds, from the date of execution of the PSA until the Closing Date, the Sellers will not: • sell or otherwise dispose of any Transferred Assets in excess of $500,000 individually or $5 million in the aggregate on an annual basis, other than Inventory sold or disposed of in the ordinary course of business; *provided*, *however*, that any such sale or disposition of Transferred Assets shall not entail the payment or other transfer of any cash by the applicable Seller; • acquire any corporation, partnership, limited liability company, other business organization or division or material portion of the assets thereof; • merge or consolidate with or into any legal entity, dissolve, liquidate or otherwise terminate its existence; • enter into, materially amend or terminate any material contracts; • amend in any material respect or terminate any transferred contract; • institute any action concerning any material intellectual property included in the Transferred Assets; • make, revoke or change any material election relating to taxes of the Business or Transferred Assets; • make any change in any method of accounting or accounting practice or policy, except as required by applicable law or GAAP; • voluntarily pursue or seek, or fail to oppose any third party in pursuing or seeking, a conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, the appointment of a trustee under chapter 11 or chapter 7 of the Bankruptcy Code and/or the appointment of an examiner with expanded powers; • issue, sell, encumber or grant any stock, equity or voting interests of any of

Other Material Terms of Stalking Horse Bid	
	the Sellers; • incur any indebtedness; • make or authorize capital expenditures beyond the capital expenditures already included in the Company's 2022 fiscal year plan in excess of $500,000; • waive, release, assign, institute, compromise, or settle any litigation related to the Company involving damages in excess of $250,000 individually or $2.5 million in the aggregate; • hire or terminate any director, officer, employee or independent contractor of the Sellers; • grant any increase in compensation or benefits to any director, officer, employee or independent contractor of the Sellers; • amend or waive any collective bargaining agreement (or similar agreement or arrangement); or • amend or change any of the Sellers' organizational documents.
Antitrust Efforts Covenant	Purchaser and Sellers agree to use reasonable best efforts to do all things necessary, proper or advisable under applicable law or otherwise to consummate and make effective the transactions contemplated by the PSA and the ancillary agreements, including consenting to any divestiture or other structural or conduct relief and defending and resolving any investigation or other inquiry of any governmental authority; provided that Purchaser shall not be obligated to consent to any divestiture or other structural or conduct relief that would, individually or in the aggregate, have a Material Adverse Effect. Purchaser to pay all filing fees or other charges for filing under HSR or other antitrust laws by the Purchaser and Sellers. Purchaser will not take any action the effect of which would be to delay or impede the ability of the parties to consummate the Sale Transaction, including refraining from M&A activity reasonably expected to impose any delay in obtaining antitrust approval, increasing the risk that an order will be entered prohibiting the Sale Transaction or delay or prevent the consummation of the Sale Transaction. For the avoidance of doubt, the obligations of this section apply solely to Purchaser itself and such obligations do not apply to (and Purchaser shall not be obligated under this Section to make any requests to) the Required Holders, other holders of Secured Debt, or any other party with an interest in the Purchaser that is not itself a Purchaser under the PSA.
Covenants	PSA to include other customary covenants, including (i) access and information rights providing the Purchaser pre-Closing reasonable access to the properties, books and records of Sellers and requiring the Purchaser to provide Sellers certain access to books and records for one year post-Closing, (ii) cessation of Seller's use of intellectual property that is a Transferred Asset, (iii) Purchaser obtaining product liability insurance, (iv) acknowledgement that Seller may wind-down its business within a certain period to be agreed following the Closing Date, (v) regulatory

Other Material Terms of Stalking Horse Bid	
	approvals, requiring Purchaser and Sellers to make any government filings required by healthcare laws or to effect transfer of the Regulatory Approvals, (vi) employee matters, (vii) refunds and remittances, requiring Sellers to remit any refunds or amounts received post-Closing that are Transferred Assets to the Purchaser and the Purchaser to remit any refunds or amounts received that are Excluded Assets and requiring Sellers and the Purchaser to transfer any retained Transferred Assets or Excluded Assets post-Closing, (viii) mutual consultation prior to Purchaser or Sellers making public announcements, (ix) adequate assurances of future performance, (x) Seller properly recording and executing documents effecting any intellectual property transfers, (xi) notifications of significant events, occurrences reasonably expected to cause any of the Sellers' representations or warranties to be untrue or inaccurate, and any event that has had or is reasonably expected to result in any Material Adverse Effect; and (xii) no successor liability to the fullest extent permitted by applicable law. Purchaser also to covenant that it will settle and fund the Claimants Settlement Trusts using its own funds or funds borrowed on its behalf.
Closing Conditions	The obligations of the Purchaser and Sellers to consummate the Sale Transaction will be subject to the satisfaction or waiver of the following conditions: • no law or governmental order that enjoins, restrains or otherwise prohibits the Sale Transaction; • expiration or termination of HSR waiting period and receipt of any other required antitrust approvals; and • Bankruptcy Court shall have entered the Sale Order. The obligations of Sellers to consummate the Sale Transaction will be subject to the satisfaction or waiver of the following conditions: • Purchaser representations and warranties true and correct as of the Closing Date other than as would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, provided that "Fundamental Representations and Warranties" (to be (i) organization, (ii) authority and (iii) brokers) will be true and correct in all respects, other than de minimis inaccuracies; and Purchaser will have complied with covenants and obligations in all material respects; and • Seller will have received closing deliverables as provided in definitive PSA. The obligations of Purchaser to consummate the Sale Transaction will be subject to the satisfaction or waiver of the following conditions: • Sellers representations and warranties true and correct as of the date of the PSA and the Closing Date other than as would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, provided that Fundamental Representations and Warranties will be true and correct in all respects, other than de minimis inaccuracies; and Sellers will have complied with covenants and obligations in all material respects;

Other Material Terms of Stalking Horse Bid	
	• Purchaser will have received closing deliverables as provided in definitive PSA; • Bankruptcy Court will have approved and authorized the assumption and assignment of all material transferred contracts; and • No Material Adverse Effect, or occurrences which would reasonably be likely to result in, individually or in the aggregate, a Material Adverse Effect.
Termination	The PSA to include customary termination rights by Purchaser and Seller, including (i) if the Closing has not occurred by the Outside Date (date to be agreed), (ii) the issuance of a final, non-appealable government order, for the other party's breach reasonably expected to result in failure of a closing condition, subject to a cure period, (iii) if the Bankruptcy Court fails to enter the Bidding Procedures Order or the Sale Order, in either case, substantially consistent with this Term Sheet and in compliance with the applicable Milestones (*provided* that, for the avoidance doubt, the Bidding Procedures Order shall, under any circumstance, incorporate, and authorize the Debtors to implement, the Transaction Steps and preserve the ability of the First Lien Collateral Trustee to credit bid in respect of any assets subject to such Transaction Steps in a manner consistent with such Transaction Steps), (iv) if the Bankruptcy Court enters an order or otherwise rules that the Required Holders are not entitled to credit bid the full amount of the Prepetition First Lien Indebtedness, and (v) if the Debtors fail to implement the Transaction Steps by the dates to be agreed in the PSA. With respect to the termination right in clause (iii) above, prior to exercising such termination right, the Required Holders or the Purchaser as applicable shall provide the Debtors with at least fifteen (15) business days' notice, during which time the Debtors and the Required Holders or Purchaser as applicable will discuss a proposed resolution in good faith. For the avoidance of doubt, the termination of the RSA will not cause a termination of the PSA, it being understood and agreed that the Purchaser and Sellers shall discuss whether certain identified termination right provisions under the RSA should be included as the basis of termination rights under the PSA. The PSA shall be terminable by the Company (the "Termination Right") if the Company determines in good faith based on (i) its analysis as of the date of such determination of the relevant facts and circumstances (which may include, among other things, any information that may reasonably inform the probability of any contingent events occurring) and/or (ii) claims actually asserted against the Debtors as of the date of such determination, that the consummation of the Sale Transaction would be reasonably likely to result in the Company having insufficient cash to pay its administrative expense claims that are generated by the Sale; it being understood that, as of the date of the Term Sheet, the Company has not determined that it is reasonably likely that the consummation of the Sale Transaction would result in the Company having insufficient cash to pay its administrative expense claims that are generated by the Sale. Prior to exercising the Termination Right, the Debtors shall provide the Required Holders with at least fifteen (15) business days' notice, during which time the Debtors and the Required

Other Material Terms of Stalking Horse Bid	
	Holders will discuss a proposed resolution in good faith.

Exhibit B

FORM OF JOINDER AGREEMENT FOR CONSENTING FIRST LIEN CREDITORS

This joinder agreement (this "***Joinder Agreement***") to the Restructuring Support Agreement dated as of August 16, 2022 (as amended, modified, or otherwise supplemented from time to time, the "***Agreement***"), among Endo International plc and certain of its subsidiaries party thereto (collectively the "***Debtors***"), and certain holders of Loans, First Lien Notes, Second Lien Notes, and Unsecured Notes (each as defined in the Agreement) (together with their respective successors and permitted assigns, the "***Consenting First Lien Creditors***" and, each, a "***Consenting First Lien Creditor***") is executed and delivered by _____ (the "***Joining Party***") as of _____, 202__. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder Agreement as Annex I (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a "***Consenting First Lien Creditor***" and a "***Party***" for all purposes under the Agreement and with respect to any and all Claims held by such Joining Party.

2. Representations and Warranties. With respect to the aggregate outstanding principal amount of debt obligations set forth below its name on the signature page hereto, the Joining Party hereby makes the representations and warranties of the Consenting First Lien Creditors set forth in Section 5 of the Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflict of laws provisions which would require the application of the law of any other jurisdiction.

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

The Joining Party at:

[JOINING PARTY]
[ADDRESS]
Attention:
E-mail:

[Signature pages follow.]

IN WITNESS WHEREOF, the Joining Party has caused this Joinder Agreement to be executed as of the date first written above.

[CONSENTING FIRST LIEN CREDITOR]

By: _____
Name:
Title:

Principal Amount of Beneficially Owned Loans: $_____
Principal Amount of Beneficially Owned First Lien Notes: $_____
Principal Amount of Beneficially Owned Second Lien Notes: $_____
Principal Amount of Beneficially Owned Unsecured Notes: $_____

Notice Address:

_____
_____
Fax:_____
Attention:_____
E-mail:_____

Court File No. _____

511

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 DANIEL VAS
(Sworn August 17, 2022)

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

Court File No. _____

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	WEDNESDAY, THE 17TH
	)	
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

INTERIM ORDER
(FOREIGN 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 proposed foreign representative (the "**Proposed 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 and the affidavit of Daniel Vas sworn August 17, 2022 (the "**Vas Affidavit**"),

AND ON HEARING the submissions of counsel for the Proposed Foreign Representative, counsel for KSV Restructuring Inc., in its capacity as the proposed information officer (the "**Proposed 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.

STAY OF PROCEEDINGS

2. **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 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

3. **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 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

4. **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

5. **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.

6. **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.

NO SALE OF PROPERTY

7. **THIS COURT ORDERS** that, except with the 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.

SERVICE AND NOTICE

8. **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.

9. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Canadian Debtors, the Proposed Foreign Representative, the Proposed 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.

10. **THIS COURT ORDERS** that the Canadian Debtors, the Proposed Foreign Representative, the Proposed Information Officer, and their respective counsel are at liberty to serve or distribute this 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

11. **THIS COURT ORDERS** that any party may, from time to time, apply to this Court for such further or other relief as it may advise, including for directions in respect of this Order.

12. **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 Proposed Foreign Representative and their 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 and the Proposed Foreign Representative as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors and the Foreign Representative and their agents in carrying out the terms of this Order.

13. **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.

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

Court File No. _____

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

519

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

INTERIM ORDER
(FOREIGN PROCEEDING)

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

Robert J. Chadwick LSO#: 35165K
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Fax: 416.979.1234

Lawyers for the Applicant

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	●, THE ●
	)	
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**"), the affidavits of Nargis Fazli sworn August ●, 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 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.

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 ●, 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. _____

526

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

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for the Applicant

~~Approved by CLUC on October 2, 2012~~

Court File No. ~~———~~ _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~———~~CHIEF	)	~~WEEKDAY~~●, THE #●
	)	
JUSTICE ~~———~~MORAWETZ	)	DAY OF ~~MONTH~~AUGUST, ~~20YR~~2022

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

AND IN THE MATTER OF ~~THE [LIST DEBTOR NAMES](the "Debtors")~~PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF ~~[NAME OF FOREIGN REPRESENTATIVE]~~ 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[1] PROCEEDING)

THIS APPLICATION,[2] made ~~by [NAME OF FOREIGN REPRESENTATIVE] in its capacity as the foreign representative (the "Foreign Representative") of the Debtors,~~ pursuant to the *Companies~~'~~' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the ~~"CCAA"~~"**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

~~[1] Under section 47 the Canadian Court must be satisfied that the application for the recognition of a foreign proceeding relates to a foreign proceeding and that the applicant is a foreign representative in respect of that foreign proceeding, and then determine if the foreign proceeding is a foreign "main" or a foreign "non-main" proceeding. If the Canadian Court recognizes a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of this model Order are minimal, and based on the mandatory relief set out in section 48 of the CCAA with respect to a foreign main proceeding. As noted below, supplemental and other relief is set out in the model Supplemental Order (Foreign Main Proceeding).~~

~~[2] Part IV of the CCAA governs cross-border insolvencies.~~

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 ~~at 330 University Avenue,~~by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of ~~[NAME]~~Daniel Vas sworn ~~[DATE], [the preliminary report~~August 17, 2022 (the "**Vas Affidavit**"), the affidavits of ~~[NAME], in its capacity as proposed information officer (the "Proposed Information Officer") dated [DATE],~~Nargis Fazli sworn August ●, 2022, each filed, and upon being provided with copies of the documents required by ~~s.~~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) ~~[will be/~~(the "**Supplemental Order**") is being~~]~~ sought,[3]

AND UPON HEARING the submissions of counsel for the Foreign Representative, ~~[~~counsel for ~~the Proposed~~ KSV Restructuring Inc., in its capacity as the proposed information officer (the "**Information Officer**"),~~]~~ and counsel for ~~[OTHER PARTIES], and upon being advised that no other persons were served with the Notice of Application:~~[4]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[5] so that this Application is properly returnable today and hereby dispenses with further service thereof.

[3] ~~In addition to the mandatory relief contained in this Order pursuant to section 48 of the CCAA, certain discretionary relief may be granted by the Court pursuant to section 49 of the CCAA. Examples of such discretionary relief are contained in a model Supplemental Order (Foreign Main Proceeding), also available on the Commercial List website.~~

[4] ~~Revise to be consistent with the service recital in the Supplemental Order, if it is being sought concurrently.~~

[5] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in the appropriate circumstances.~~

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the ""“foreign representative""” as defined in section 45 of the CCAA ~~of the Debtors~~ in respect of ~~[DESCRIBE FOREIGN PROCEEDING] (~~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 ~~the~~Paladin and Paladin Labs Canadian Holding Inc. (collectively, the "**Canadian Debtors** ~~is [FILING JURISDICTION FOR FOREIGN PROCEEDING],~~[6]" and each a "**Canadian Debtor**") is the United States of America and that the Foreign Proceeding is hereby recognized as a ~~"~~"foreign main proceeding~~"~~[7]" as defined in section 45 of the CCAA in respect of the Canadian Debtors.

STAY OF PROCEEDINGS[8]

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[9]

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.

~~[6] A "foreign main proceeding" as defined in section 45 of the CCAA is "a foreign proceeding in a jurisdiction where the debtor company has the centre of its main interests". Accordingly, the Court must make this determination in concluding that the proceeding being recognized is a foreign main proceeding. This determination should be made for each individual Debtor.~~

~~[7] A separate model order is being developed with respect to foreign non-main proceedings.~~

~~[8] The provisions of this paragraph 4 are based on section 48 of the CCAA. More comprehensive stay provisions are found in the model Supplemental Order (Foreign Main Proceeding).~~

~~[9] Based on section 48(d) of the CCAA.~~

GENERAL

6. **THIS COURT ORDERS** that ~~[without delay][~~within ~~[NUMBER]~~five (5) business days from the date of this Order, or as soon as practicable thereafter~~]~~[10], 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 ~~[*],~~[11] ~~once a week for two consecutive weeks, in [NAME OF NEWSPAPER(S)]~~"A" in the Globe and Mail (National Edition) in English and in Le Devoir in French.[12]

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 ~~and~~, 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 ~~Initial~~ Order ~~made on [DATE]~~(Foreign Proceeding) of this Court dated August 17, 2022 (the "**Interim Order**") shall be of no further force and effect once this Order ~~becomes~~and the Supplemental Order become effective, and that~~]~~ this Order shall be effective as of ~~[TIME]~~[13] 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 ~~such~~the Interim ~~Initial~~ Order prior to the ~~effective time~~effectiveness of this Order and the Supplemental Order.~~]~~[14]

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 ~~and~~, 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.

~~[10] Section 53 of the CCAA requires publication "without delay after the order is made". The alternative language, above, may provide more certainty as to when that publication must take place.~~

~~[11] The notice must contain information prescribed under the CCAA (section 53(b)).~~

~~[12] Section 53(b) of the CCAA requires that the Foreign Representative publish, unless otherwise directed by the Court, notice of the Recognition Order once a week for two consecutive weeks, in one or more newspapers in Canada specified by the Court. In addition, the Foreign Representative has ongoing reporting obligations pursuant to section 53(a) of the CCAA.~~

~~[13] This time should be after the effective time that the Foreign Representative was appointed in the Foreign Proceeding.~~

~~[14] If an Interim Initial Order was not made, references to an Interim Initial Order should be removed from this paragraph.~~

Chief Justice G.B. Morawetz

~~[ATTACH APPROPRIATE SCHEDULE(S)]~~

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 ●, 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. _____

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

535

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

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Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for the Applicant

Court File No. _____

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	●, THE ●
	)	
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 ●, 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 ●, 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 "Q" 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) 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*,

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 "R" 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.

_____

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

SCHEDULES "B" to "Q"

[Foreign Orders to be attached when available]

SCHEDULE “R”

See attached.

SCHEDULE R – 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[1] in Parallel Proceedings.

D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.[2]

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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[1] The term "parties" when used in these Guidelines shall be interpreted broadly.

[2] 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,[3] 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.

[3] 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.

Court File No. _____

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

556

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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Lawyers for the Applicant

~~Revised: January 21, 2014~~

Court File No. ~~———~~ _____

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE ~~———~~CHIEF	)	~~WEEKDAY~~●, THE #●
	)	
JUSTICE ~~———~~MORAWETZ	)	DAY OF ~~MONTH~~AUGUST, ~~20YR~~2022

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

AND IN THE MATTER OF ~~THE [LIST DEBTOR NAMES](the "Debtors")~~PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

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

Applicant

SUPPLEMENTAL ORDER[1]
(FOREIGN MAIN[2] PROCEEDING)

THIS APPLICATION, made ~~by [NAME OF FOREIGN REPRESENTATIVE] in its capacity as the foreign representative (the "Foreign Representative") of the Debtors,~~ pursuant to the *Companies'' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the ~~"CCAA"~~"**CCAA**") and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, by

[1] ~~As noted in several footnotes in this model order, practice under Part IV of the CCAA is still developing, and as certain issues are determined by Canadian courts, this model order will be amended to reflect the development of the law in this area.~~

[2] ~~If the Canadian Court has recognized a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of the model Initial Recognition Order (Foreign Main Proceeding) fulfill the mandatory requirements of section 48 with respect to a foreign main proceeding. Section 49 of the CCAA also allows the Court to make any order that it considers appropriate for the protection of the debtor company's property or the interests of a creditor or creditors. This Supplemental Order contains discretionary relief that might be granted by the Court in the appropriate circumstances. The Model Order Subcommittee has attempted to make the provisions of this model Order consistent with similar provisions in other model Orders. Supplemental relief (whether contained in this Order or in subsequent Orders) may also include provisions dealing with the sale of assets, the recognition of critical vendors, a claims process, or any number of other matters, or may recognize foreign orders or laws granting such relief.~~

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 ~~at 330 University Avenue,~~by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of ~~[NAME] sworn [DATE], [the preliminary report of [NAME], in its capacity as proposed information officer dated [DATE]], and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing~~Daniel Vas sworn August 17, 2022 (the "**Vas Affidavit**") and the affidavits of Nargis Fazli sworn August ●, 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,] counsel for [OTHER PARTIES], no one appearing for [NAME][3] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~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 ~~[NAME OF PROPOSED INFORMATION OFFICER]~~KSV to act as the ~~information officer~~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[4] 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

~~[3] Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1) and 11.52(1).~~

~~[4] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in the appropriate circumstances.~~

Proceeding) of this Court dated [DATE]August ●, 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[5]

4. **THIS COURT ORDERS** that the following orders (collectively, the "“**Foreign Orders**"”) of [NAME OF FOREIGN COURT]the Bankruptcy Court made in the Foreign Proceeding, copies of which are attached hereto as Schedules "B" to "Q" are hereby recognized and given full force and effect[6] in all provinces and territories of Canada pursuant to Sectionsection 49 of the CCAA:

(a) [list Foreign Orders, or portions of Foreign Orders, copies of which should be attached as schedules to this Order], attached as Schedule A to this Order,*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*

[5] This model Order adopts an approach that might be applicable to some foreign proceedings, but not others. For example, U.S. proceedings will typically generate court orders that will be brought to the Canadian Courts for recognition. Other jurisdictions may have statutory or regulatory rights (rather than court orders) that need to be recognized in Canada.

[6] Section 50 of the CCAA provides that an order made under Part IV of the CCAA may be made on any terms and conditions that the Court considers appropriate in the circumstances. Such terms and conditions would presumably need to be consistent with the orders or laws applicable to the foreign proceeding, subject to (i) the limitations imposed by section 48(2) (an order made under section 48(1) must be consistent with any order made under the CCAA), and (ii) the limitations imposed in section 61 (which provides that the Court may apply legal or equitable rules that are not inconsistent with the CCAA, and further that the Court may refuse to do something that would be contrary to public policy). All of the Foreign Orders should be reviewed by counsel with these issues in mind, and the Court may require confirmation from counsel that there is nothing in the Foreign Orders that is inconsistent with the CCAA or that would raise the public policy exception referenced in section 61 of the CCAA.

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*.

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[7]

5. **THIS COURT ORDERS** that [NAME OF INFORMATION OFFICER]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.

[7] The appointment of an Information Officer is not required by the CCAA, and is in the discretion of the Court. Information Officers are normally trustees licensed under the *Bankruptcy and Insolvency Act*.

NOSTAY OF PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY[8]

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 the(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"), except with leave of this Court,[9] "**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

[8] The Model Order Subcommittee notes that a "Non-Derogation of Rights" section (found, for example, in the Model Initial CCAA Order) has not been included in this model Order. In a 'full' CCAA proceeding, which would typically include a stay of proceedings made under section 11.02 of the CCAA, a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, and 11.1(2). However, in a Part IV proceeding, section 48 of the CCAA (rather than section 11.02 of the CCAA) is being relied upon when a stay of proceedings is being sought, and despite the wording of section 48(2) and section 61, it is not clear if the restrictions applicable to a section 11.02 stay of proceedings are also applicable to a section 48 stay of proceedings, or would restrict the recognition of foreign proceedings or foreign orders that include a stay of proceedings broader than permitted in a section 11.02 stay of proceedings. These issues remain open for determination by Canadian courts.

[9] Where the Court considers it to be appropriate, it may authorize other Persons, including a Court-appointed Information Officer, to provide consent to any Proceeding. This same comment applies in paragraphs 6 through 11 of this Order.

in respect of the Canadian Debtors ~~[~~or the ~~Foreign Representative]~~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 ~~outside of Canada~~in the Foreign Proceeding, (ii) empower any ~~of the Debtors~~Canadian Debtor or Canadian Litigation Defendant to carry on any business in Canada which ~~that~~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]

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]

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 ~~least once every [three] months~~such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign

[10] ~~Section 11.01 of the CCAA provides that no order made under section 11 or 11.02 has the effect of (a) prohibiting a person from requiring immediate payment for good, services, etc. provided after the order is made, or (b) requiring the further advance of money or credit. It is unclear whether these provisions also apply to an order made pursuant to section 48 of the CCAA. Please see the discussion in footnote 8 above.~~

[11] ~~Counsel should specifically address with the Court whether this provision is appropriate in the context of this Order.~~

~~Proceedings~~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) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;~~

(c) ~~(d)~~ 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) ~~(e)~~ 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 ~~Proceedings~~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 ~~the Debtors~~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 ~~relevant Debtors~~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 ~~[TIME INTERVAL] basis and, in addition, the Debtors are hereby authorized to pay to the Information Officer and counsel to the Information Officer, retainers in the amount[s] of $[AMOUNT OR AMOUNTS] [, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.~~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~~, if any,~~ 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 ~~$[AMOUNT],~~ 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 ~~paragraphs [~~paragraph 21~~] and [23]~~ hereof.

~~**INTERIM FINANCING**[12]~~

~~**20.** THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property in Canada, which DIP Lender's Charge shall be consistent with the liens and charges created by the [DESCRIBE DIP LOAN ORDER MADE IN THE FOREIGN PROCEEDING], provided however that the DIP Lender's Charge (i) shall not secure an obligation that exists before this Order is made,[13] and (ii) with respect to the Property in Canada, shall have the priority set out in paragraphs [21] and [23] hereof, and further provided that the DIP Lender's Charge shall not be enforced except with leave of this Court.~~

VALIDITY AND PRIORITY OF ~~CHARGES~~CHARGE CREATED BY THIS ORDER

~~**21.** THIS COURT ORDERS that the priorities of the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:[14]~~

~~First – Administration Charge (to the maximum amount of $[AMOUNT]); and~~

~~Second – DIP Lender's Charge.~~

~~[12] Optional – if there is a DIP Lender which takes security over assets in Canada or in respect of Canadian Debtors. If more comprehensive interim financing provisions are required, please refer to the model CCAA Initial Order for sample provisions.~~

~~[13] This restriction appears in the interim financing provisions found in section 11.2(1) of the CCAA. It is unclear if this prohibits the recognition of a foreign order that creates a DIP Lender's Charge securing pre-filing obligations.~~

~~[14] The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

20. ~~22.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge ~~or the DIP Lender's Charge (collectively, the "Charges")~~ shall not be required, and that the ~~Charges~~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 ~~Charges~~Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect the ~~Charges~~Administration Charge.

21. ~~23.~~ **THIS COURT ORDERS** that ~~each of~~ the Administration ~~Charge and the DIP Lender's~~ Charge (~~all~~ as constituted and defined herein) shall constitute a charge on the Property in Canada and such ~~Charges~~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. ~~24.~~ **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 or the DIP Lender's~~ Charge, unless the Canadian Debtors also obtain the prior written consent of the ~~Information Officer and the DIP Lender~~beneficiaries of the Administration Charge (collectively, the "**Chargees**").

23. ~~25.~~ **THIS COURT ORDERS** that the Administration Charge ~~and the DIP Lender's Charge~~ shall not be rendered invalid or unenforceable and the rights and remedies of the ~~chargees entitled to the benefit of the Charges (collectively, 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 ~~BIA, or any bankruptcy order~~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 ~~Charges~~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 ~~Charges~~Administration Charge; and

(c) the payments made by the Canadian Debtors to the Chargees pursuant to this Order, and the granting of the ~~Charges~~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. ~~26.~~ **THIS COURT ORDERS** that any ~~Charge~~charge created by this Order over leases of real property in Canada shall only be a ~~Charge~~charge in the applicable Canadian Debtor~~'~~'s interest in such real property leases.

SERVICE AND NOTICE

25. ~~27.~~ **THIS COURT ORDERS** that ~~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 ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule ~~17.05~~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 ~~and paragraph 21 of the Protocol~~, 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. ~~28.~~ **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 ~~and~~, 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 ~~or~~, 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 ~~by courier, personal delivery or facsimile transmission~~ 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~~, or if sent by ordinary mail, on the third business day after mailing~~.

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. ~~29.~~ **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. ~~30.~~ **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. ~~31.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada ~~or in the [JURISDICTION OF THE FOREIGN PROCEEDING]~~, 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. ~~32.~~ **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. ~~33.~~ **THIS COURT ORDERS** that the Guidelines for ~~Court-to-Court Communications in Cross-Border Cases developed by the American Law Institute~~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 ~~[*]~~"R" hereto ~~is~~are hereby adopted by this Court for the purposes of these recognition proceedings.

33. ~~34.~~ **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. ~~35.~~ **THIS COURT ORDERS** that this Order shall be effective as of ~~[TIME]~~12:01 a.m. on the date of this Order without the need for entry or filing of this Order.~~15~~

Chief Justice G.B. Morawetz

~~15 The time referenced in this Order should be the same time as the time referenced in the Recognition Order, if the two Orders are made on the same date. In the absence of such a provision, Rule 59.01 of the Ontario *Rules of Civil Procedure* appears to indicate that an Order is effective as of 12:01 a.m. on the date of the Order (Rule 59.01 provides that "An order is effective from the date on which it is made, unless it provides otherwise").~~

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

SCHEDULES "B" to "Q"

[Foreign Orders to be attached when available]

SCHEDULE “R”

See attached.

~~[ATTACH APPROPRIATE SCHEDULES]~~

Court File No. _____

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)

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Lawyers for the Applicant

Court File No.:_____

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

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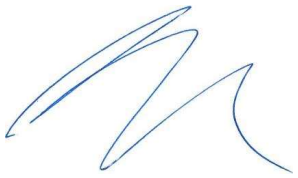
Applicant

CONSENT TO ACT AS INFORMATION OFFICER

KSV RESTRUCTURING INC. hereby consents to act as the information officer in respect of the above-captioned proceedings pursuant to the terms of the Supplemental Order (Foreign Main Proceeding) contained in the Applicant's Application Record.

Dated at Toronto, Ontario this 10th day of August, 2022

KSV RESTRUCTURING INC.



Per: _____
Name: Noah Goldstein
Title: Managing Director

Court File No. _____

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.

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Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPLICATION RECORD
(Application Returnable August 17, 2022)

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